



Request for Proposals  
For  
Senior Community Service Employment  
Program (SCSEP)  
Older Americans Act – Title V

**RFP NO. K/T AAA 21-01**

**Anita Ortiz, Director  
Kings/Tulare Area Agency on Aging**

APPLICATION TO CONTRACT

FOR

Title V Senior Community Service Employment Program

**SUBMISSION REQUIREMENTS:**

One original and seven (7) copies of the proposal will be received by Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, CA 93277, **until 5:00pm on Friday, May 7, 2021**. **Response to this RFP must be in the form of an application package (Attachment C – Application). Section V- Application Submission provides complete guidelines.**

The package containing the original and copies must be sealed and marked with Applicant’s name and ‘**CONFIDENTIAL – SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM**’. **Include RFP # on all documents and on the outside of the envelope.**

**LETTER OF INTENT:**

A Letter of Intent will be required of all vendors who plan on submitting a proposal in response to this RFP. The letter of intent is **due to the K/TAAA by Friday April 16, 2021**. If a letter of intent is not submitted by the required deadline the **proposal will not be accepted**. Letter of intent can be submitted electronically to Israel Guardado at [iguardado@tularecounty.ca.gov](mailto:iguardado@tularecounty.ca.gov).

**VENDOR CONFERENCE:**

On **April 22, 2021**, starting at **10:00 AM** a conference will be held to discuss vendors’ questions pertaining to this Request for Proposal. The conference will be held in a virtual setting. Minutes will be prepared and distributed to all vendors only if necessary to clarify substantive items raised during the Vendor’s conference.

**Notify K/T AAA by April 16, 2021 if you will be attending.** Those vendors who are unable to attend the conference in person may email questions to Israel Guardado at [iguardado@tularecounty.ca.gov](mailto:iguardado@tularecounty.ca.gov) and questions will be read into the minutes. All questions must be **submitted by, Monday, April 16, 2021** in order to be considered. No changes and/or additions will be made to this Request for Proposal within forty (40) hours of its closing date.

Deadline for Letter of Intent	April 16, 2021
Deadline for submission of questions	April 16, 2021
Vendor Conference	April 22, 2021
Application Submission Deadline	May 7, 2021
Tentative Date – Evaluation of Proposals	May 12, 2021
Tentative Date – Announcement of Intent to Award	May 17, 2021
Tentative Deadline – Submission of Appeals/Protests	May 28, 2021
Tentative Start Date for Contract (s)	July 1, 2021

**These dates are subject to change as deemed necessary by K/T AAA.**

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## **Section I – Introduction**

### **A. Purpose**

The Kings/Tulare Area Agency on Aging is seeking proposals from interested and qualified organizations and firms to administer the Senior Community Service Employment Program (SCSEP) throughout the County of Kings and Tulare beginning July 1, 2021. The K/T AAA may, but is not obligated to, extend contract(s) for up to three additional one-year periods contingent on the availability of funds and Contractor performance.

Anticipated funding for these programs for Fiscal Year 2021-2022 is approximately **\$84,348**. The contract and award will be determined by the quality of the applications received.

### **B. Background**

The Kings/Tulare Area Agency on Aging (K/T AAA) is the designated Area Agency on Aging for Planning and Service Area 15 (PSA 15) which includes all of Kings and Tulare Counties. The mission of the K/T AAA is to coordinate the delivery of services to older persons living in Kings and Tulare County so they may retain as much independence as possible.

The SCSEP is a community service and work-based job training program for older Americans whose goal is to provide jobs, promote well-being and meet community needs. Authorized by the Older Americans Act, the program provides training for low-income, unemployed seniors. SCSEP participants gain work experience in a variety of community service activities at non-profit and public facilities, including schools, hospitals, day-care centers, and senior centers. The program provides over 40 million community service hours to public and non-profit agencies, allowing them to enhance and provide needed services. Participants work an average of 20 hours a week, and are paid the highest of federal, state or local minimum wage. This training serves as a bridge to unsubsidized employment opportunities for participants.

## **Section II – Program Description**

### **A. Scope of Work**

The Contractor will provide and promote useful part-time employment training opportunities in subsidized community service for unemployed, low-income older workers and assist in the transition of participants to private or other unsubsidized employment, as defined in Attachment A, General Scope of Work.

### **B. Target Population**

SCSEP participants must be unemployed California residents with low income who are 55 years of age or older and have poor employment prospects. Priority must be given to individuals who are 65 years of age or older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop Delivery System; or (g) are homeless or at risk for homelessness. (OAA Section 518(b)(1)(2).)

**C. Estimated Number of Participants to Be Served**

The Contractor shall attain an estimated annual goal of serving participants through five (5) authorized community service positions. This estimate is based on community service positions allocated by the California Department of Aging for fiscal year 2020-2021, and is subject to revision for fiscal year 2021-2022.

**D. Eligibility for SCSEP Funds**

Agencies and organizations eligible to receive SCSEP funds shall be public or private nonprofit agencies or organizations. Preference in awarding such grants shall be given to national organizations of proven ability in providing employment services to older persons under the SCSEP and similar programs. (42 USC 3056 (b)(1).)

**E. Estimate of Available Funding**

This estimate of available funding is based on information provided by the California Department of Aging for the fiscal year 2020-21 funding period, and is subject to change. Estimated maximum funding for this RFP is as follows:

Participant Wages and Fringe Benefits:	\$77,288
Program Administration/Other Costs	\$7,060
Total Estimate of Available Funding:	\$84,348

Funding is valid and enforceable only if sufficient funds are made available from the California Department of Aging to the Agency on Aging and/or by the United States Government or the Budget Acts of The appropriate fiscal years for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statutes enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.

Older American Act Title V grant Awards require a minimum matching contribution determined as follows: Ten point fifty-one percent (10.51%) of the sum of the grant award, plus the minimum matching contribution. This is computed by dividing the grant amount by 89.49% and then subtracting the grant amount from the resulting number. The Contractor will provide the minimum matching contribution. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Cash and/or in-kind contributions may count as match, if such contributions used to meet program requirements.

### Section III – Procurement Timeline

**These dates are subject to change as deemed necessary by K/T AAA.**

Deadline for Letter of Intent Deadline for submission of questions	April 16, 2021
Vendor Conference	April 22, 2021
Application Submission Deadline	May 7, 2021
Tentative Date – Evaluation of Proposals	May 12, 2021
Tentative Date – Announcement of Intent to Award	May 17, 2021
Tentative Deadline – Submission of Appeals/Protests	May 28, 2021
Tentative Start Date for Contract (s)	July 1, 2021

### Section IV – Procurement Procedures and Requirements

#### A. Letter of Intent

A letter of intent will be required of all vendors who plan on submitting a proposal in response to this RFP. The letter of intent is due to the **K/T AAA by April 16, 2021**. If a letter of intent is not submitted by the required deadline the **proposal will not be accepted**.

#### B. Application Vendor Conference

Applicants are encouraged to attend the Application Vendor Conference to be hosted on April 22, 2021 in a virtual setting; information will be posted online at [www.ktaaa.org](http://www.ktaaa.org) or you can contact Israel Guardado at [iguardado@tularecounty.ca.gov](mailto:iguardado@tularecounty.ca.gov) for information.

#### C. Correspondence

All correspondence, including applications, must be submitted to:

County of Tulare  
Kings/Tulare Area Agency on Aging  
5957 S. Mooney Blvd  
Visalia, Ca 93277  
Phone: 559-624-7485  
Email: [iguardado@tularecounty.ca.gov](mailto:iguardado@tularecounty.ca.gov)

During the procurement timeline, the department identified above is the sole contact point for any inquiries or information relating to this Request for Proposal (RFP). It is the responsibility of the Applicant to ensure that the RFP response arrives in a timely manner. Applications received **after 5:00 p.m. on May 7, 2021**, will not be considered. Response to this RFP must be in the form of an application package (Attachment C – Application). Section V-Application Submission provides complete guidelines.

#### D. Question and Answer Period

All questions relating to this RFP must be submitted by email, or mail to the contact listed in Section IV.B above. Written questions should be clear and concise and include references to sections of the RFP when applicable. The deadline to submit questions is **5:00 p.m. April 16, 2021, in order to be considered. No changes and/or additions will be made to the Request for Proposal within forty (40) hours of its closing date.**

Answers to written questions will be read into the minutes and distributed to all vendors, only if necessary to clarify substantive items raised during the vendor conference.

**E. Request for Electronic Version of the RFP**

An electronic version of the RFP can be requested at any time during the procurement timeline by calling the contact listed in Section IV.B A copy will also be available on the K/T AAAA website: [www.ktaaa.org](http://www.ktaaa.org).

**F. Application Submission Deadline**

**All applications must be received at the address listed in Section IV.B no later than 5:00 p.m. on May 7, 2021. It is the Applicant's responsibility to ensure that its application arrives on or before the specified time.** Facsimile or electronically transmitted applications will not be accepted, since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. **Late applications will not be considered.** To be considered, all applications must be submitted in the manner set forth in this RFP.

**G. Procurement Conditions**

1. Contingencies

Funding for this program is contingent on federal and state funds (Title V SCSEP funds from the Older Americans Act). It is understood and agreed that if the funding for K/T AAA is either discontinued or reduced for Title V, that the K/T AAA shall have the right to terminate this Agreement. In such event, K/T AAA will provide the Contractor with at least thirty (30) days' prior written notice of such termination.

The K/T AAA will award a contract based on the application that best meets the needs of K/T AAA.

The K/T AAA reserves the right to accept or reject any or all applications if K/T AAA determines it is in the best interest of K/T AAA to do so. The K/T AAA will notify all Applicants, in writing, if K/T AAA rejects all applications.

2. Modifications

The K/T AAA has the right to issue addenda or amendments to this RFP. The K/T AAA also reserves the right to terminate this application process at any time.

**H. Inaccuracies or Misrepresentations**

If, in the course of the application process or in the administration of a resulting contract, the K/T AAA determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to K/T AAA, the Applicant may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, K/T AAA is entitled to pursue any available legal remedies.

**I. Incurred Costs**

This procurement does not commit K/T AAA to pay any costs incurred in the preparation of an application in response to this request and Applicant agrees that all costs incurred in developing this application are the Applicant's responsibility.

**J. Application Confidentiality**

Applicants should be aware that application responses are subject to the [California Public Records Act \(Government Code Section 6250 et seq.](#) If any Applicant's application contains trade secrets or other information, which is proprietary by law, the Applicant must notify K/T AAA of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the application. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The K/T AAA will review the request and notify the Applicant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Applicant has the option of withdrawing the application or advising the K/T AAA of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Applicant as confidential or proprietary, and if K/T AAA has made a determination as to the confidential or proprietary nature of the information, K/T AAA will notify the Applicant of the request. The Applicant will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

**K. Disclosure of Criminal and Civil Proceedings**

The K/T AAA reserves the right to request the information described in the following paragraphs from the Applicant selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Applicant. The K/T AAA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Applicant may be asked to disclose whether the firm or any of its partners, principals, members, associates, or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or has been convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates, or key employees, has, within the last ten years, been indicted on or had charges brought against it or them (if still pending) or has been convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), or convictions and the surrounding circumstances in detail.

In addition, the selected Applicant may be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with



jurisdiction over the firm or the individuals. If the response is affirmative, the Applicant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision, “key employees” includes any individuals providing direct services to K/T AAA. “Key employees” do not include clerical personnel providing services at the firm’s offices or locations.

**L. Review of Policies, Procedures and Regulation**

The Applicant may contact the K/T AAA at [iguardado@tularecounty.ca.gov](mailto:iguardado@tularecounty.ca.gov) or 559-624-7485 for information on reviewing any of the following:

- Authorizing statutes and federal and State regulation
- Federal Office of Management and Budget Administrative and Cost Policy circulars
- K/T AAA policies and procedures including:
  - Policy manual and memoranda
  - Reporting requirements and procedures
  - Assessment/evaluation criteria and instruments
  - Appeal procedures

**M. Appeals/Protests**

Any appeal or protest over the contract award will follow the following procedure:

1. Proposer will notify the K/T AA Director in written of appeal/protest withing 7 days of contract award announcement.
2. K/T AAA Director will attempt to resolve the appeal/protest within 7 days of receipt. If the matter is resolved at this level no further action is required. If the appeal/protest is not resolved at this level the proposer may choose to appeal the decision of the K/T AAA Director to the K/T AAA Governing Board.
  - a. The proposer must notify the K/T AAA Director of decision to appeal/protest to the K/T AAA Board in writing within 7 days of the K/T AAA Director’s decision.
  - b. The Director will forward the matter to the K/T AAA Governing Board. The Director will set the matter for hearing before the Board at its next regular meeting. The Board decision will be final.
  - c. The proposer will receive a written notification within 21 days of any actions being taken.

## **Section V – Application Submission**

**A. General**

1. All interested and qualified Applicants are invited to submit an application for consideration. Submission of an application indicates that the Applicant has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable), and agrees that all requirements of this RFP have been satisfied.

2. Applications must be submitted in the format described in this Section. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.
3. Applications must be complete in all respects as required in this Section. An application may not be considered if it is conditional or incomplete.
4. Applications must be received at the designated location, specified in Section IV.B - Correspondence, no later than the date and time specified in Section IV.E - Application Submission Deadline.
5. All applications and materials submitted become the property of K/T AAA.

## **B. Application Presentation**

1. One (1) original, which may be bound, and seven (7) unbound copies of the written application are required. The original copy must be clearly marked "Master Copy." If discrepancies are found between two or more copies of the application, the Application may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the application is not clearly marked "Master Copy," the application may be rejected.
2. The package containing the original and copies must be sealed and marked with the Applicant's name and "**CONFIDENTIAL – Title V Senior Community Service Employment Program (SCSEP). Include RFP # on all documents, including the outside of the envelope.**"
3. All applications must be typewritten on 8 1/2" by 11" white paper, single-sided printing, and double-spaced using a 12-point or larger font, with 1" margins on all sides. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

## **C. Application Requirements**

Responses to this RFP must be in the form specified in **Attachment C - Application for Project Award Title V SCSEP**, and must include the following:

1. Completed Application for Title V Senior Community Service Employment Program (SCSEP), signed by a duly authorized officer, employee, or agent of the organization, and:
2. Financial Statements

Applicant must submit seven (7) copies of Applicant's most recent financial audit of not more than eighteen months old at the time of submission.

Although it is in the best interest of the Applicant to submit audited financial statements, if the Applicant has not undergone a single audit by a licensed independent auditor in the last eighteen months, a compilation of unaudited financial statements will be accepted.

## **Section VI – Application Evaluation and Award**

### **A. Evaluation Process**

All applications will be subject to a standard review process developed by K/T AAA.

### **B. Evaluation Criteria**

1. Initial Review - All applications will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The application must be complete, in the required format, and be in compliance with all the requirements of this RFP.
  - b. Applicants must meet the requirements as stated in Attachment A: Article II - A

Failure to meet these requirements may result in a rejected application. No application shall be rejected, however, if it contains a minor irregularity, defect, or variation if the irregularity, defect, or variation is considered by K/T AAA to be immaterial or inconsequential. In such cases, the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect, or variation, or provide additional information if requested; or K/T AAA may elect to waive the deficiency and accept the application.

2. Evaluation – Applications meeting the above requirements will be evaluated by an independent evaluation panel on the basis of the following criteria:
  - a. Administrative Capabilities
  - b. Service Capability
  - c. Program Description
  - d. Relevant Experience
  - e. Efficient use of Funds

### **C. Negotiations**

After selection of a proposal, the K/T AAA may negotiate modification of the proposal with the Contractor to assure that all necessary program requirements are covered before the contract is signed. Following negotiations and prior to finalizing a contract, K/T AAA will provide a detailed budget form to be completed by the Contractor for contracted services. This budget will detail by line item all personnel and operating costs summarized in the proposal budget summary.

### **D. Contract Award**

Contract(s) will be awarded based on a competitive selection of applications received. The contents of the proposal/application will become contractual obligations, and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

### **E. Final Authority**

The final authority to award a contract(s) rests solely with the K/T AAA Governing Board.

## **Section VII – Contract Requirements**

## A. General

The selected proposal/application **shall be made a part of any contract** resulting from this procurement. Contracts may include the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the application or the objections will be deemed to have been waived. The recitals and the attachments to this Agreement are fully incorporated into and are integral parts of this Agreement.

### 1. Representation of K/T AAA

In the performance of the contract, Contractor, its agents, and its employees shall act in an independent capacity and not as officers, employees, or agents of K/T AAA or the County of Tulare.

### 2. Contract Assignability

Without the prior written consent of K/T AAA, the contract is not assignable by Contractor either in whole or in part.

### 3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the contract without first obtaining written approval from K/T AAA. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

### 4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the contract shall be valid only when they have been put in writing, duly signed, and approved by the required persons and organizations.

### 5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and K/T AAA or the County of Tulare. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

In the event that the K/T AAA determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by K/T AAA, and such conflict may constitute grounds for termination of the contract.

### 6. No Third-Party Beneficiaries Intended

Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

### 7. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant [Government Code section 11019.9](#) and to the contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the contract, except

as may be otherwise required by law. This provision will remain in force even after the termination of the contract

The Contractor will be required to sign a Contractor/Vendor Confidentiality Statement CDA 1024 form. This is to ensure that Contractor is aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

8. Security Awareness

The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

9. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the Client Complaint and Grievance Procedures, and ensure that any complaints by clients are referred to the K/T AAA in accordance with the procedure. Contractor agrees to document, investigate, and resolve any and all client or potential client complaints relating to K/T AAA services. The procedure must be in writing and posted in clear view of all recipients. (Refer to Attachment B)

10. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of the HIPAA.

11. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to K/T AAA immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to K/T AAA within five (5) business days of the date the incident was detected.

12. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, K/T AAA, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the contract. Contractor will notify K/T AAA immediately of loss or suspension of any such licenses and permits.

13. Adult Abuse Reporting Law

Contractor must comply with all applicable provisions of Welfare and Institutions Code, Sections [15630](#) and [15658\(a\)\(1\)](#). Reports of suspected incidents of abuse of an elder or dependent adult must be documented on a State-approved form (i.e. SOC 341).

14. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) ([http://www.dol.gov/ofccp/regs/compliance/ca\\_ada.htm](http://www.dol.gov/ofccp/regs/compliance/ca_ada.htm)).

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the contract.

16. Environmental Regulations

EPA Regulations – If the amount available to Contractor under the contract exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended (42 USC 1857)
- b. Clean Water Act, as amended (33 USC 1368)
- c. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.)
- d. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)
- e. Public Contract Code Section 10295.3

17. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 92.35 (<http://www4.law.cornell.edu/cfr>), the Contractor certifies that it and any potential subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this Application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses previously enumerated in this RFP; and
- d. Have not within a three-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- e. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the Application.

18. Records

The Contractor shall maintain accounting records for all funds received from the K/T AAA. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Cost Principles.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program-specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the contract.

19. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the contract, notification will be made within one working day, in writing, sent by email ([iguardado@tularecounty.ca.gov](mailto:iguardado@tularecounty.ca.gov)) and by telephone 559-624-7485 to K/T AAA.

20. Copyright

The K/T AAA shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright, or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the contract, including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the contract shall acknowledge K/T AAA as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the contract shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of K/T AAA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals assembled pursuant to the contract must be filed with K/T AAA prior to publication. Contractor shall receive written permission from K/T AAA prior to publication of said training materials.

21. Attorneys' Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the contract.

22. Contractor Primary Contacts

The Contractor will designate an individual to serve as the primary point of contact for the contract. Contractor shall notify K/T AAA when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to K/T AAA inquiries within two (2) K/T AAA business days.

Contractor shall maintain a dedicated telephone line at Contractor's facility to receive informational inquiries from 8:00 a.m. to 5:00 p.m., Monday through Friday.

23. Change of Address

Contractor shall notify K/T AAA in writing of any change in mailing address within ten (10) calendar days of the address change.

24. Fraud and Abuse

Contractor will report immediately to K/T AAA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractors, and will maintain any records, documents, or other evidence of fraud and abuse until notified by K/T AAA.

25. Use of Federal Funds

If the amount available to Contractor under the contract exceeds \$100,000, Contractor shall certify to the best of his or her knowledge and belief that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

26. Expenditure of Funds

The K/T AAA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by K/T AAA to be: out of compliance, unrelated, or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.



27. Laws  
Contractor is required to comply with all applicable state and federal laws.
28. Nondiscrimination  
The contractor shall comply with all federal statutes relating to nondiscrimination.
29. Termination Without Cause  
The K/T AAA may terminate performance of work without cause, in whole or part, if it is determined that termination is in the best of interest of K/T AAA. The K/T AAA will provide 90 days' advanced written notice.
30. Termination for Cause  
The K/T AAA may terminate with cause by providing the Contractor 30 days' written notice. The termination shall be effective 30 days from the delivery of the Notice of Termination unless ground for termination is due to threat of life, health, or safety of the public, and in that case, the termination shall take effect immediately.
31. Termination by Contractor  
Contractor may terminate with cause by providing K/T AAA 180 days' advance written Notice of Intent to Terminate in order for K/T AAA to transition services to a new service provider. The Contractor shall submit a Transition Plan.
32. Transition Plan  
The Contractor shall submit a transition plan to the K/T AAA within 15 business days of delivery of a written Notice of Termination by K/T AAA or Notice of Intent to Terminate by the Contractor. The Transition plan must be approved by the K/T AAA.
33. Non-Supplantation  
Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title V services.
34. Further Assurances  
In addition to assurances set forth in this RFP and a resulting contract, each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of the contract.
35. Licensing and Certification  
Contractor represents that it maintains necessary licensing and certification to provide the services under contract and agrees to notify K/T AAA immediately should that status cease or should any action be initiated that may affect that status.
36. Equipment  
All equipment purchased with K/T AAA funds shall be the property of K/T AAA. If the cost of such equipment exceeds in whole or in part five hundred dollars (\$500), Contractor shall request written pre-approval by the K/T AAA before acquisition. Equipment owned by K/T AAA may not be sold, leased, rented, exchanged, licensed, loaned, or encumbered in any way without written permission in advance from K/T AAA. Contractor shall maintain all equipment in good operating condition for the normal life of the equipment.

**B. Indemnification and Insurance Requirements**

1. Indemnification

The Contractor agrees to indemnify, defend, and save harmless K/T AAA and County of Tulare, and their officers, agents, and employees from any and all claims and losses, including any costs or expenses incurred by K/T AAA and County of Tulare, accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract, except where such indemnification is prohibited by law.

2. Insurance

Contractor shall provide and maintain the following insurance for the duration of the contract against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the contract by the Contractor, its agents, representatives, employees, or subcontractors, if applicable:

a. Minimum Scope and Limits of Insurance

- Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less than \$2,000,000.
- Comprehensive Automobile Liability Insurance of \$1,000,000 per occurrence.
- Workers' Compensation and Employer's Liability Insurance as required by law.

b. Specific Provisions of the Certificate

1. The Certificates of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:

- Name Kings/Tulare Area Agency on Aging and the County of Tulare, its officers, agents, employees, and volunteers, individually and collectively, as additional insured by endorsement to the policy.
- State that such insurance for additional insureds shall apply as primary insurance, and any other insurance maintained by Kings/Tulare Area Agency on Aging and the County of Tulare shall be excess.
- Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

2. The Certificate of Insurance for Workers' Compensation should include the following:

Waiver of Subrogation. Contractor waives all rights against Kings/Tulare Area Agency on Aging and the County of Tulare and their agents, officers, and employees for recovery of damages to the extent these damages are

covered by the Workers' Compensation and employer's liability by endorsement of the policy.

3. Deductible and Self-Insured Retentions

The County of Tulare Risk Manager must approve any deductible or self-insured retention that exceeds \$1,000,000.

4. Acceptability and Self-Insured Retentions

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by the County of Tulare Risk Manager or County of Tulare Risk Manager's designee.

5. Verification of Coverage

Prior to approval of this Agreement by the Kings/Tulare Area Agency on Aging and the County of Tulare, the Contractor shall file certificates of insurance with original endorsements effecting coverage in a form acceptable to Kings/Tulare Area Agency on Aging and the County of Tulare. The Kings/Tulare Area Agency on Aging and the County of Tulare reserve the right to require certified copies of all required insurance policies at any time.

**C. Right to Monitor and Audit**

1. Right to Monitor

The K/T AAA or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with K/T AAA in the implementation, monitoring, and evaluation of the contract and comply with any and all reporting requirements established by K/T AAA.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by K/T AAA, federal, and state representatives for a period of three years after the final payment under the contract or until all pending K/T AAA, state, and federal audits are completed, whichever is later. Program data shall be retained locally (in Tulare County) and made available upon request or turned over to K/T AAA. If said records are not made available at the scheduled monitoring visit, Contractor may, at K/T AAA's option, be required to reimburse K/T AAA for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

# ATTACHMENT A

## GENERAL SCOPE OF WORK:

### ARTICLE I. DEFINITIONS

- a. **Title V Senior Community Service Employment Program (SCSEP)** means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. (Older Americans Act (OAA) 502(a)(1); 20 CFR Part 641)
- b. **Participant** means an individual who is eligible for the Title V SCSEP, is given a community service assignment, and is receiving services funded by the program for up to 48 months. (OAA 518(a)(3)(B); 20 CFR 641.140; 20 CFR 641.570(a))
- c. **Participant Position** means an authorized training slot whose unit cost includes administration, participant wage and fringe benefits, and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the U.S. Department of Labor (DOL). OAA 506(g)(1); OAA 507)
- d. **Modified Positions** means the number of authorized training slots adjusted to account for states with higher minimum wage paid to participants. (Title V SCSEP Quarterly Progress Report-Employment Training Administration (ETA) 5140)
- e. **Unemployed** means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. (OAA 518(a)(8))
- f. **Low Income** means family income not more than 125 percent of the federal poverty guidelines. (OAA 518(a)(3)(A))
- g. **Eligible Service Population** means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects.  
Priority must be given to individuals who are 65 years of age and older or:
  - Have a disability.
  - Have limited English proficiency or low literacy skills.
  - Reside in a rural area.
  - Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5).
  - Have low employment prospects.
  - Have failed to find employment after utilizing services provided through the One-Stop Delivery System.
  - Are homeless or at risk for homelessness.
- h. **Host Agency** means a public agency or private non-profit organization exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. (20 CFR 641.140)

- i. **Program Income** means income earned by the Contractor during the contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds.
- j. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. (OAA 502(c)(2); 20 CFR 641.809)
- k. **In-Kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).
- l. **Community-Service Employment Training** means part-time, temporary employment paid with contract funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment.  
Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. (OAA 518(a)(2))
- m. **On-The-Job-Experience (OJE) Training** means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. (Older Worker Bulletin N. 04-04)
- n. **American Job Centers (AJC) (previously known as the One-Stop Career Centers)** means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer services. (20 CFR 641.140)
- o. **Core Measures** means performance measures that are subject to goal-setting and corrective action. (OAA 513(b)(1); 20 CFR Part 641.700(a); 20 CFR 641.710)  
Core measures are:
  - Hours of community service employment.
  - Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
  - Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project.
  - Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
  - Indicators of effectiveness in serving employers, host agencies and project participants.
- p. **Hours (in the aggregate) of Community Service Employment Training** (community service hours) means the number of hours of community service provided by Title V SCSEP participants. (20 CFR Part 641.710(a)(1))

- q. **Limited English Proficiency (LEP)** means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. (20 CFR 641.140)
- r. **Number of Eligible Individuals Served** (service level) means the total number of participants served divided by the Contractor's authorized number of positions, after adjusting for minimum wage. (20 CFR 641.710(a)(5))
- s. **Number of Most-in-Need Individuals Served** (service to most-in-need) means service to participants who meet any of the following characteristics: (OAA 518(a)(3)(B)(ii); 20 CFR 641.710(a)(6))
- Have severe disability.
  - Are frail.
  - Are age 75 or older.
  - Meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act.
  - Live in an area with persistent unemployment and are individuals with severely limited employment prospects.
  - Have limited English proficiency.
  - Have low literacy skills.
  - Have a disability.
  - Reside in a rural area.
  - Are veterans.
  - Have low employment prospects.
  - Have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998.
  - Are homeless or at risk for homelessness.
- t. **Satisfaction Survey** means an instrument that gathers the satisfaction of participants, employers and their host agencies with their experiences and the services provided. (20 CFR 641.710(b)(2).)
- u. **Participant Durational Limit** means participants can be enrolled in the program for up to 48 months. (OAA 518(a)(3)(i); 20 CFR 641.570(a); CDA PM 10-19.)
- v. **Supportive Services** means services, such as transportation, health and medical services, special job-related or personal counseling, incidentals [such as work shoes, badges, uniforms, eyeglasses, and tools], child and adult care, housing, including temporary shelter, follow up services, and needs related payments which are necessary for an individual to participate in program activities authorized under Title V SCSEP. (OAA 502(c)(6)(A)(iv); OAA 518(a)(7); 20 CFR 641.545.)
- w. **Classroom Training Hours** means the number of hours spent in classroom training by SCSEP participants. (20 CFR 641.540(c).)
- x. **Job Ready** refers to individuals who do not require further education or training to perform work that is available in their labor market. Projects may not enroll as Title V SCSEP participants job-ready individuals who can be directly placed into unsubsidized

employment. Such individuals should be referred to an employment provider, such as the AJC for job placement assistance under WIA or another employment program. (20 CFR 641.140; 20 CFR 641.512.)

- y. **Title V SCSEP Performance and Results Quarterly Progress Report System (SPARQ)** means the DOL system used to process and analyze Title V SCSEP data and the system used to view, print, and save Title V SCSEP quarterly progress reports, data quality reports, and management reports. (OAA 503(f)(3)(4); 20 CFR 641.879(b)(e)(f)(h).)
- z. **Web Data Collection System (WDCS)** means the DOL web-based data collection system used to input all Title V SCSEP program and participant information into SPARQ. (OAA 503(f)(3)(4); 20 CFR 641.879(b)(e)(f)(h).)
- aa. **BCT Partners** means the organization under contract to DOL to maintain the Title V SCSEP SPARQ and the WDCS and that is responsible for providing on its website the SPARQ user's guide and DOL policy guidance related to system upgrades. (20 CFR 641.879(b); 20 CFR 641.879(e)-(i).)
- bb. **Charter Oak Group (COG)** means the organization under contract to DOL to create the Title V SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook. (20 CFR 641.879(b); 20 CFR 641.879(e)-(i).)
- cc. **Transfer/Change Utility** means the WDCS procedure used to transfer a participant into SPARQ from a CDA Title V SCSEP to a national Title V SCSEP contractor or vice versa. (Title V SCSEP Data Collection Handbook rev. 6 (4/19/2010).)
- dd. **State Plan** means a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provisions of community service employment and other authorized activities for eligible individuals under Title V SCSEP. (OAA 503(a); 20 CFR 641.140.)

## ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations:
  - Older Americans Act of 1965, as Amended in 2006, Public Law 109-365.
  - 20 CFR Part 641 Title V SCSEP Final Rule, September 1, 2010
  - 20 CFR Part 641 Title V SCSEP Final Rule – Additional Indicator on Entered into Volunteer Work, January 31, 2012
  - Workforce Investment Act of 1998 (WIA), Public Law 105-220 Section 121(b)(1)(B)(vi) or 29 U.S.C 2841(b)(1)(B)(vi).
  - 29 CFR Part 95.5.
  - 29 CFR Part 97.40.
  - 20 CFR Part 652 et al.
  - 20 CFR Part 662.200-280.



- The Jobs for Veterans Act of 2002, Public Law 107-288, 38 USC 4215
  - The Americans with Disabilities Act (ADA), Public Law 110-325.
  - Age Discrimination in Employment Act of 1967, Public Law 90-202.
  - Age Discrimination Act of 1975, 42 USC §6101-6107.
  - Program Memoranda (PM) as issued by CDA, PM 07-18(P)  
Protection of Information Assets, other laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
  - Any other subsequent Training and Employment Guidance Letters (TEGLs), memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.
2. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year. (20 CFR 641.430(f); 29 CFR 95.5; 29 CFR 97.40.)
  3. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program. (20 CFR 641.515(a).)
  4. Provide an orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available support services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Approved Break Policy; and permitted and prohibited political activities. (20 CFR 641.535(a)(1); 20 CFR 641.570(d); CDA PM 11-06; CDA PM 11-20.)
  5. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period. (20 CFR 641.535(a)(2).)
  6. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. (20 CFR 641.140; 20 CFR 641.535(a)(3).)
  7. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. (20 CFR 641.535(a)(5)(6).)
  8. Submit all requests for an OJE to the Department for approval prior to exercising the OJE with any participants. (Older Worker Bulletin No. 04-04.)
  9. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner. (20 CFR 641.505.)

10. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through AJC, to provide services to low-income older workers. (20 CFR 641.200)
11. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the Title V SCSEP State Plan. (20 CFR 641.315(a).)
12. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. (20 CFR 641.545(c).) Follow-up with participants to determine if they entered into volunteer work. (20 CFR 641.710(b)(3).)
13. As mandated partner under the WIA, the Title V SCSEP Contractor must have a signed Memorandum of Understanding with the Local Workforce Investment Board(s) and the AJC(s) detailing how services will be provided. (20 CFR 662.200-300.)
14. The MOU must contain the following components: (29 USC 2841(c); 20 CFR 652 et.al; 20 CFR 662.230(c); 20 CFR 662.300(a).)
  - a. A description of the functions/services to be performed for AJC clients.
  - b. An explanation of how the costs of these functions/services and AJC operations will be funded;
  - c. A description of the methods to be used for referring clients among the partners.
  - d. The duration of the MOU and procedures for amending it.
15. Maintain an up-to-date Charter Oak Group (COG) Data Collection Handbook, BCT Partners Data Validation Handbook, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. (20 CFR 641.879(b); 20 CFR 641.879(d)(e).)
16. Use the program data collection and reporting system as required by the Department. (OAA Section 503(f)(3)(4).)
17. Submit all requests for a Transfer/Change utility transaction in SPARQ to the California Department of Aging for prior approval. (Title V SCSEP Data Collection Handbook rev. 6 (4/19/2010).)
18. Not enroll individuals who can be directly placed into unsubsidized employment. [20 CFR 641.512]
19. Use COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.
20. The Healthy Workplaces/Healthy Families Act of 2014 provides paid sick leave to all California employees who work for the same employer ninety (90) or more days.

SCSEP programs just

- a. Provide participants with twenty-four (24) hours of sick leave at the start of each program year, provided the participant(s) have been with SCSEP longer than ninety (90) days.
  - b. Unspent sick leave time will not be carried over to the following program year.
  - c. A participant is entitled to use paid sick days beginning on the 90<sup>th</sup> day of the training assignment.
  - d. Participants on Sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
  - e. When a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.
- B. The Contractor shall meet the annual negotiated performance measures established by the U. S. Department of Labor, which include the following core indicators: (OAA 513(b)(1); 20 CFR 641.700(b).)
- 1. Hours of community service employment.
  - 2. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
  - 3. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project.
  - 4. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
  - 5. Indicators of effectiveness in serving employers, host agencies, and project participants.
  - 6. The number of eligible individuals served.
  - 7. The number of most-in-need individuals served.

**ATTACHMENT B**  
**CLIENT COMPLAINT AND GRIEVANCE PROCEDURES**

**KINGS/TULARE AREA AGENCY ON AGING**  
**CLIENT COMPLAINT AND GRIEVANCE PROCEDURES**  
**Older Americans Act Programs**

**(Instructions: The service recipient is to read and sign Page 1, then complete Page 2 of this form. A copy will be retained in the service recipient's case file maintained by the Contractor. The original signed form will routed as follows)**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the Contractor/Service Provider.  
Time frame: Within 1 week of discrimination/violation/problem.  
If resolved at this level, no further action is required. If no resolution is apparent within 21 days, proceed with Step 2.
2. Contractor/Service Provider forwards the written complaint/grievance to the **Director, Kings/Tulare Area Agency on Aging** at the following address:  
Kings/Tulare Area Agency on Aging  
5957 So. Mooney Blvd.  
Visalia, CA 93277  
ATTN: **K/T AAA Director**  
Time frame: Within 7 days of completing Step 1.  
K/T AAA Director will attempt to resolve the discrimination/violation/problem within 7 days of receipt. If resolved at this level, no further action is required. If the service recipient wishes to appeal the decision of the K/T AAA Director, proceed with Step 3 within 21 days of the decision.
3. K/T AAA Director forwards the matter to the K/T AAA Governing Board. The Director will set the matter for hearing before the Board at its next regular meeting. The Board decision will be final.  
You will be receiving written notification within 21 days of any actions being taken.  
Please note: Each of these steps must be completed in the sequence shown.

**Please be advised information will only be released to a responding party when relevant to the complaint.**

**If you believe that your civil rights have been violated, please contact the Civil Rights Coordinator:**

Tulare County Health and Human Services Agency  
Human Services Department  
5957 So. Mooney Blvd.  
Visalia, CA 93277  
ATTN: **Civil Rights Coordinator**

**GRIEVANCE PROCEDURE CERTIFICATION**

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date

**KINGS/TULARE AREA AGENCY ON AGING  
 CLIENT COMPLAINT AND GRIEVANCE PROCEDURES  
 Older Americans Act Programs**

**GRIEVANCE NOTICE**

<b>Your Name:</b>	
<b>Date of Occurrence:</b>	
<b>Approximate Time of Occurrence:</b>	
<b>Name of Service Provider:</b>	
<b>Address of Service Provider:</b>	
<b>Nature of Grievance:</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Resolution:</b>	

Resolved by: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature of Service Recipient Date

ATTACHMENT C



**Application for  
Project Award  
for  
*Senior Community Service  
Employment Program*  
Older American Act  
(Title V)**

**Due: 5:00 p.m., May 7, 2021**

**Anita Ortiz, Director  
Kings/Tulare Area Agency on Aging  
5957 So. Mooney Blvd.  
Visalia, CA 93277**

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## APPLICATION CHECKLIST

Senior Community Service Employment Program (SCSEP)  
Older American Act  
(Title V)

Applications submitted in response to RFP KTAAA 21-01 for SCSEP must be delivered to the following address no later than **5:00 p.m., Monday, May 7, 2021.**

County of Tulare  
Attention: K/T AAA  
5957 S. Mooney Blvd  
Visalia, Ca 93277

Each application must include the items listed below. Details are provided in RFP KTAAA 21-01, Section V.C, Application Requirements, and Attachment C, Application.

**Application Checklist:** Each application package must include the following:

1.  Application –Completed (One original and seven (7) copies). Includes:
  - Applicant Certification
  - Program and Budgetary Information
  
2.  Financial Statements: One (1) Year; 7 copies  
Applicant must submit seven (7) copies of Applicant’s most recent financial audit of not more than eighteen months old at the time of submission.  
  
Although it is in the best interest of the Applicant to submit audited financial statements, if the Applicant has not undergone a single audit by a licensed independent auditor in the last eighteen months, a compilation of unaudited financial statements will be accepted.



# APPLICATION

Senior Community Service Employment Program  
Older American Act - (Title V)

## APPLICANT CERTIFICATION

**INSTRUCTIONS: Please answer all questions and submit all requested documents. Failure to do so may result in the application being rejected.**

1. Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: ( \_ ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

2. Agency SSN# or FID#: \_\_\_\_\_

3. Authorized Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

4. Agency Contact Person:

Title: \_\_\_\_\_

Telephone: ( \_ ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

5. Type of Organization:  Government/Public Agency  
 Private Not-for-Profit  
 Private For-Profit  
 Other: \_\_\_\_\_

6. Type of Legal Entity:  Corporation  
 Sole Proprietorship  
 Partnership  
 Other: \_\_\_\_\_

7. Is the Agency in good standing with the Secretary of State of California?  
Yes  No
8. Does the Applicant agree to provide the services as described in the application for a one-year period beginning no later than July 1, 2021, with an option to renew the Contract for three additional one-year periods, if awarded a Contract?  
Yes  No
9. Have all aspects of the application, including cost, been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition?  
Yes  No
10. Are all declarations in the application and attachments true?  
Yes  No
11. Does the Applicant understand and agree that all aspects of the RFP and the application submitted shall be binding if awarded a Contract?  
Yes  No
12. Does the Applicant agree to provide the K/T AAA with any other information that the K/T AAA determines is necessary for an accurate determination of the Applicant's ability to perform services as proposed?  
Yes  No
13. Does the Applicant agree to comply with all applicable local, State, and Federal rules, laws, and regulations, if awarded a Contract?  
Yes  No
14. Does the Applicant employ any former K/T AAA or County of Tulare Administrative Officials and/or do any former K/T AAA or County of Tulare Administrative Officials represent the Agency?  
Yes  No   
If **yes**, list names and positions:
15. Does the Applicant have an organization that is adequately staffed and trained to perform the required services?  
Yes  No   
If no, does the Applicant have the capability for recruiting sufficient staff?  
Yes  No
16. Does the Applicant agree to obtain insurance in the amounts and coverages listed in Section VII.B, Indemnification and Insurance Requirements, if awarded a Contract, and submit proof prior to performing services?  
Yes  No
17. Does the Applicant understand and accept the Client Complaint and Grievance Procedures for Older Americans Act Programs, as defined in Section VII.A.9, and Attachment B?  
Yes  No

18. Does the Applicant certify that all statements in Section VII.A.17, Debarment, Suspension, and Other Responsibility Matters are true?

Yes  No

If no, please explain.

19. Does the Applicant use subcontractors?

Yes  No

If **yes**, list subcontractor information, including name of each company, and type of work to be performed. (Note: Any subcontractor shall be subject to the terms and conditions of any resulting Contract, as defined in Section VII.A.3) **All subcontracts must be approved by K/T AAA before service is contracted.**

Sub-Contractor Name	Type of Work Performed

I certify that the information contained in this application package is true to the best of my knowledge.

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>TOTAL POSSIBLE POINTS: 5</b>
<b>Evaluation Criteria:</b> Applicant certifies the organization meets all standards required by law and the K/T AAA; and has the ability to comply with program and contracting requirements.

<b>20. Organization Description (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Describe goals of organization.	Goals are adequately described and tend to correlate with proposed services.
B. Describe experience in job training services. <ul style="list-style-type: none"> <li>• Include how experience relates to the proposed program services.</li> </ul>	Applicant's experience in providing job training services indicates a level of understanding and knowledge to ensure the successful provision of services.
C. Describe the geographic area served by the organization.	Applicant adequately describes geographical area served by the organization. Evaluate if the area served will meet the K/T AAA objectives.
D. Describe the organization's current location of administrative and subsidiary offices.	Administrative and subsidiary offices in the program area will ensure access to the targeted client population in an effective manner.
E. Describe size and/or structure of the organization. <ul style="list-style-type: none"> <li>• Attach Organizational Chart</li> </ul>	Evaluate if organization is staffed to ensure an effective program and satisfactory completion of administrative duties.
<b>TOTAL POSSIBLE POINTS: 20</b>	

<b>21. Fiscal Capability (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Describe the accounting system, including the following: areas and frequency of accounting for receivables and payable, payroll processing, financial statement preparation and internal/external auditing.	Adequately demonstrates a detailed and efficient accounting system that will support proposed program reporting requirements.
B. List current and previous contracts completed during the past three (3) years, including name of funding agencies, dates, and dollar amounts.	A list of contracts is provided and adequately demonstrates experience with managing contracts.
C. Provide a three (3) year history of total income vs. total expense for the organization. Explain any significant fluctuations in income or expense. Provide an explanation for any deficit.	Provides a 3 year history of income and revenue; and adequately explains any fluctuation and/or deficits.
D. Financial Statements - Audited financial statements available for a fiscal period not more than eighteen (18) months old at the time of submission, OR, unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this application.	Provides financial statements that demonstrate financial stability and capacity to administer proposed programs on a cash reimbursement basis.
<b>TOTAL POSSIBLE POINTS: 15</b>	

<b>22. Current Services (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Describe the services and activities that the organization is currently providing.	A description of services provided by the agency is included and demonstrates a capability of delivering services to clients, and seniors in particular.
B. Provide the number of persons currently served.	The number of persons served demonstrates ability of applicant to meet levels of seniors to be served.
C. Provide the demographics of persons currently served.	Evaluate demographic composition of clients to determine the capability of delivering services to culturally diverse, underserved, low-income, and limited English proficient populations.
<b>TOTAL POSSIBLE POINTS: 5</b>	

<b>23. Proposed Program (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Briefly describe the program(s) for which you are seeking funds.	A description of proposed service model is provided and applicant demonstrates a detailed understanding of the specific model chosen.
B. List program goals and objectives.	Goals are clear and appropriate to the program, and are achievable if objectives are successfully implemented. Objectives are specific, measurable and if achieved result in a successful program.
C. Describe existing resources that will complement services (i.e. facilities; staff experienced with proposed services; existing programs currently being administered; established partnerships with other community organizations; etc.).	Evaluate list of existing resources provided to determine the level of current resources that will correlate with proposed services.
<b>TOTAL POSSIBLE POINTS: 15</b>	

<b>24. Proposed Service Delivery Description (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Describe methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program. Include methods that ensure preference is given to older individuals in greatest economic or social need as well as to low-income, multi-ethnic individuals.	Applicant adequately describes recruitment and selection methods, activities or procedures, including how preference will be given to targeted populations; and demonstrates an understanding of the Older Americans Act and its priorities.
B. Describe Individual Assessment and reassessment methods of participants' work history, skills and interests; talents; physical capabilities, aptitudes; occupations preference; need for supportive service; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment.	Client will be adequately assessed to determine their need for the program and if that program can assist them. Client reassessment will determine if client continues to need services and, if not, is terminated from service and/or referred to another appropriate source for services. Frequency of reassessment is adequate.
C. Describe the Individual Employment Plan (IEP) methodology	Client's needs and interests are reflected by the IEP methodology. Client goals, action steps, and timelines clearly defined in the IEP. Frequency of IEP should be appropriate.
D. Describe methods of orientation.	Orientation must adequately inform participants of program goals, objectives, community service assignments, training assignments and opportunities, available supportive services, available free physical examination and participant's rights and responsibilities.
E. Describe methods of arranging of training for participants specific to their community service assignment or in support of their training needs identified in their IEP.	Applicant has described resources within the service area and provided adequate explanation of the relationship with resources that if implemented, will enhance capacity of the program to address need.
F. Describe how customer satisfaction will be measured, including frequency. Explain how program adjustments will be implemented based on results, if needed.	Customer satisfaction evaluation methods are sufficient to ensure clients have opportunity to provide opinions on program services; and effect changes, if needed.
<b>TOTAL POSSIBLE POINTS: 30</b>	

<b>25. Staffing Plan (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Describe proposed staffing structure. Identify existing staff that can perform the scope of work and plans to add new staff positions. List the categories and number of staff, as well as, the number of hours per week proposed for each staff position.	The applicant's staffing structure includes the list of staff categories, number of staff, and hours per week for each staff position. Evaluate if the staff is sufficient to operate the program to achieve its goals and objectives.
B. Include a brief statement of the duties of each staff member.	Proposed staffing information includes comprehensive duty statements for each staff member.
C. Describe staff expertise to effectively administer program.	Applicant describes staffing expertise and demonstrates the capacity of staff to provide effective program administration and service delivery.
D. Describe Staff Training Plan.	Applicant describes content and schedule for staff training relevant to program implementation.
E. If Volunteers will be used, describe how they will be managed. Include: <ul style="list-style-type: none"> <li>• Experience utilizing volunteers</li> <li>• Recruitment methods</li> <li>• Training plan</li> <li>• Supervision</li> </ul>	If applicant will utilize volunteers, applicant provides an adequate description of experience using volunteers and how volunteers will be effectively managed that ensures enhancement of proposed staffing plan.
<b>TOTAL POSSIBLE POINTS: 15</b>	

<b>26. Transportation and Access (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
A. Describe the various kinds of transportation available for participants to service sites.	Applicant demonstrates there are adequate transportation options for participants to access program service sites.
B. Describe how access to sites will be ensured to persons with disabilities (hearing, visual, physical and mental disabilities).	Plans and/or procedures ensure adequate accessibility to program sites by persons with disabilities.
<b>TOTAL POSSIBLE POINTS: 5</b>	

<b>27. Program Management (double-spaced)</b>	
<b>Requirements</b>	<b>Evaluation Criteria</b>
<p>A. Describe outreach plans to increase public awareness of program services.</p> <ul style="list-style-type: none"> <li>• Include outreach to culturally diverse, underserved, low-income, and limited English proficient populations</li> </ul>	<p>Outreach plan demonstrates how maximum public awareness of the proposed services will be achieved; and how applicant will communicate with culturally diverse, underserved, low-income, and limited English proficient populations.</p>
<p>B. Describe how program performance will be monitored internally.</p>	<p>Methods for monitoring all aspects of service delivery components demonstrate there is adequate quality control of all components.</p>
<p>C. Describe how confidential client records and program data will be handled.</p> <ul style="list-style-type: none"> <li>• Include how these records will be stored</li> </ul>	<p>Applicant describes methods for collection and management of data that ensures confidentiality and security of all records.</p>
<p>D. Describe agency fundraising capacity and experience with leveraging funds.</p> <ul style="list-style-type: none"> <li>• Include potential sources of additional funding for the program and a plan to secure these additional funds (if any).</li> </ul>	<p>Applicant demonstrates experience in fund raising and detailed fund raising plan appears feasible and realistic.</p>
<b>TOTAL POSSIBLE POINTS: 15</b>	



28. Budgetary Information

A. General Instructions

Complete the following budgetary forms following this page.

- Service Budget Form
- Schedule of Equipment Form

Upon award of project funding, K/T AAA will provide a detailed budget form to the selected applicant(s) that must be completed prior to finalizing contract(s).

B. Matching Contributions

Local match amounts cannot include any other Federal/State Funds. Local match may be in cash, such as costs borne by the Contractor and any and all third parties, i.e. company/private donations, contractor general fund. Or Local Match may be in-kind support such as volunteer time (with a dollar value attached), donated supplies, loaned equipment, or facilities to hold meetings or conduct project activities, etc.

C. Indirect Cost

Indirect costs are costs incurred for a common or joint purpose that are not directly related to contracted services. **Claimed amount may not exceed 10% of direct cash costs. Actual Indirect costs that exceed 10% of direct cash costs may be used as a matching in-kind contribution. Applicants shall have an established method that justifies and supports how indirect cost is derived.**

Amount funded is contingent upon quality of application, availability of funding, and program needs.

**NOTE: Funds made available under this Agreement shall not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title V services.**

<b>TOTAL POSSIBLE POINTS: 15</b>
<b>Evaluation Criteria:</b> Applicant completes budget and equipment forms completely and accurately. Budgets are reflective of proposed services and units of service. Budgets provide appropriate matching contributions.

## *Budget Items*

<b>Line Item</b>	<b>General Description of Allowable Costs</b>
1. Personnel	Itemize by position, cost and provide a brief (one to two lines) position description. Also included in this category are payroll taxes which should be computed for FICA (Federal Insurance Contributions Act) for employer's match, FUTA (Federal Unemployment Tax Act) and Fringe Benefits compute for health, Workers' Compensation, SDI, etc.
2. Operating Expenses	
Staff Travel	Should be computed at your agreed upon travel rate and is for normal day-to-day travel.
Staff Training	Should include travel per diem for special training sessions or nation conferences, etc.
Equipment	Schedule of Equipment Form: to itemize equipment to be purchased. Items to be purchased for less than \$500 should not be listed as equipment.
Consultants	Purchased services such as a Nutritionist, Purchasing Agent, etc.
Other Costs	Includes all of the following:
Accounting/Audits	Accounting and outside audit services.
Advertising	Includes costs for placing advertisements in newspapers.
Equipment Rental	Equipment rented on a monthly basis or leased by the year.
Indirect Costs	Costs incurred for a common or joint purpose that are not directly related to contracted services. <b>Claimed amount may not exceed 10% of direct cash costs.</b>
Insurance	Includes insurance such a vehicle and bonding, etc.
Legal Services	Attorneys' fees, court fees, etc.
Memberships and Subscription	Should directly relate to the program.
Other Supplies	Includes office supplies and postage.
Printing	Includes the print costs of pamphlets, brochures, etc.
Repairs & Maintenance Space	Applies to maintenance on a facility.
Repairs & Maintenance Other	Applies to maintenance on equipment.
Rent/Building Space	Rental/lease fees.
Taxes & Licenses	Mat include the licenses for food handlers, business, vehicles, etc.
Telephone	Monthly telephone charge.
Utilities	Light, gas, water, and trash.
Vehicle Operations	Leasing and maintenance costs for gas, oil, repairs, tires, etc.
Volunteer Expenses	Agreed upon per diem and travel reimbursement rates for volunteers.
3. Participant Wages and Fringe Benefits (PWFB)	The contractor shall ensure that of the total Federal funds expended, not less than Seventy-Nine percent (79%) shall be spent on Participant Wages and Fringe Benefits.

**Application for Project Award--SCSEP  
PROPOSED SERVICE BUDGET FORM**

<b>SERVICE: Title V SCSEP</b>	<b>FUNDING SOURCE - TITLE: V</b>
	<b>TOTAL FUNDS REQUESTED:</b>

	K/T AAA Funding Request	Match		Total Cost
		Cash	In-Kind	
<b>Paid Personnel (see schedule below)</b>				
<b>Operating Expenses</b>				
<b>PWFB</b>				
<b>GRAND TOTAL</b>				

**SCHEDULE OF PERSONNEL**

<b>Paid Employees</b>					
Position Title	FTE to agency	Annual Salary	FTE to Program Service	Salary Charged to Program Service (1)	Brief Position Description
full-time example	1	40,000	0.7	28,000	
part-time example (2)	0.5	20,000	0.125	2,500	
<b>TOTAL-Personnel Salaries</b>					
<b>TOTAL-Personnel Benefits/Taxes</b>					
<b>GRAND TOTAL PAID PERSONNEL</b>					

<b>In-Kind Personnel/Volunteers (3)</b>					
<b>TOTAL-Salaries</b>					
<b>TOTAL-Personnel Benefits/Taxes</b>					
<b>GRAND TOTAL IN-KIND PERSONNEL</b>					

(1) Annual Salary x FTE to Program Service

(2) For staff working part-time for the agency: report full-time equivalent for the agency; total annual salary actually paid for the part-time position; portion of FTE to this program service. Example: A person working 20 hrs/wk for the agency and 5 hrs/wk for this program service would be considered 0.5 FTE to agency (20 hrs/40 hrs) and 0.125 FTE to program service (5 hrs/40 hrs).

(3) For Volunteers, a realistic pay equivalent must be assigned.

Instructions:

Equipment is tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit. Items to be purchased that do not meet this definition should not be listed on this form. **If known,** list equipment to be purchased in the first contract year for all service categories that will be provided.

<b>SCHEDULE OF EQUIPMENT</b>				
<b>Service Category</b>	<b>Item Description</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total Cost</b>