

# Request for Proposals For Family Caregiver Support Program

Older Americans Act Family Caregiver Support Program - Title III-E

# **RFP NO. K/T AAA 23-02**

Dayna Wild, Director Kings/Tulare Area Agency on Aging

# APPLICATION TO CONTRACT FOR FAMILY CAREGIVER SUPPORT PROGRAM (TITLE III-E)

#### SUBMISSION REQUIREMENTS:

Submissions may be made electronically or by mail. If submitting electronically the proposal must be emailed to Administrative Specialist Aaron Gomes at the following email address:
agomes@tularecounty.ca.gov. If submitting by mail, 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 5:00 p.m. on April 21, 2023. Response to this RFP must be in the form of an application package (Attachment C – Application). Section VI-Application Submission provides complete guidelines.

The package containing the original and copies must be sealed and marked with Applicant's name and FCSP'. Include RFP# K/T AAA 23-02 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 bid in response to this RFP. The letter of intent is due to the K/T AAA by March 27, 2023. If a letter of intent is not submitted by the required deadline the **bid/proposal will not be accepted**.

#### VENDOR'S CONFERENCE:

On **April 6, 2023** starting at **10:00 a.m.**, a conference will be held to discuss vendor's questions pertaining to this Request for Proposal. The conference will be held at 5957 S. Mooney Blvd., Visalia, CA 93277 Pine North/South Conference Room located on the second floor.

<u>Notify K/T AAA by Tuesday, April 4, 2023 at (559) 624-7279 if you will be attending.</u> Those vendors who are unable to attend the conference in person may email any questions they have to Aaron Gomes at <u>agomes@tularecounty.ca.gov</u> and those questions will be read into the minutes. Any and all questions must be submitted by **5:00 p.m. Tuesday April 4, 2023** in order to be considered. No changes will be made to the Request for Proposal within forty (40) hours of its closing date.

Deadline for Letter of Intent	March 27, 2023
Deadline for submission of questions	April 4, 2023
Application Vendor Conference	April 6, 2023
Application Submission Deadline	April 21, 2023
Evaluation of Proposals	April 27, 2023
Announcement of Intent to Award	May 15, 2023
Submission of Appeals/Protests	May 22, 2023
Tentative Start Date for Contract(s)	July 1, 2023

These dates may be tentative and subject to change as deemed necessary by K/T AAA.

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# **Section I – Introduction**

#### A. Purpose

The Older Americans Act (OAA) was enacted by Congress in 1965. This Act, and its subsequent amendments has the goal of maintaining or improving the physical, social and psychological wellbeing of persons aged sixty and older. This goal is partially carried out by the allocation of Title III-E Family Caregiver Support Program funds. These Federal funds are allocated to states and, subsequently, to local Planning and Service Areas (PSA) who in turn may award contracts for service delivery to community organizations.

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 Tulare County. The mission of the K/T AAA is to coordinate the delivery of services to older persons living in Tulare County so they may retain as much independence as possible.

The Kings/Tulare Area Agency on Aging is seeking proposals from interested and qualified organizations to administer the Title III-E Family Caregiver Support Program (FCSP) throughout the County of Tulare beginning July 1, 2023. Proposals are being solicited for the provision of FCSP Information, Access, Support and Respite services. 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 2023-2024 is approximately \$174,149. The number of contracts and amounts awarded will be determined by the quality of the applications received. Preference will be given to organizations with experience delivering services, and specifically to the targeted population.

#### B. Goal

The primary goal of the K/T AAA is to maintain or improve the physical, psychological, and social well-being of older individuals in Tulare County.

Families are the major provider of long-term care, but research has shown that caregiving exacts a heavy emotional, physical, and financial toll. Many caregivers who work and provide care experience conflicts between these responsibilities. Twenty two percent of caregivers are assisting two individuals, while eight percent are caring for three or more. Almost half of all caregivers are over age 50, making them more vulnerable to a decline in their own health, and one-third describe their own health as fair to poor.

The Family Caregiver Support Program provides a range of supports that assist family and informal caregivers to care for their loved ones at home for as long as possible. It provides supportive services to persons (aged 18 or older) who provide informal (unpaid) care to individuals age 60 or older, or individuals of any age, with Alzheimer's disease or a related disorder.

# Section II – Program Description

# A. Program Objectives

Following are the services for which the K/TAAA is seeking proposals.

The table below summarizes K/T AAA's service unit goals for fiscal year 23/24. It is the goal of the K/T AAA to maintain or exceed the current level of services. Applicants are encouraged to include in proposals the provision of as many services as they are qualified and capable to provide.

K/T AAA Service Categories	Service Unit (Unit Measure )	K/T AAA Service Unit Goals FY 23/24	
FCSP – Information Services			
Public Information on Caregiving	1 Activity	41 Activities	
Community Education on Caregiving	1 Activity	41 Activities	
FCSP – Access Assistance Services			
CG Outreach	1 Contact		
CG Information & Assistance	1 Contact	1290 Contacts	
CG Interpretation/Translation	1 Contact	_	
CG Legal Resources	1 Contact		
FCSP – Support Services			
CG Assessment	1 Hour		
CG Counseling	1 Hour	_	
CG Peer Counseling	1 Hour	- 720 Hours	
CG Support Group	1 Hour	/20110415	
CG Training	1 Hour	_	
CG Case Management	1 Hour		
FCSP – Respite Services			
CG In-Home Supervision	1 Hour		
CG Homemaker Assistance	1 Hour	_	
CG In-Home Personal Care	1 Hour	- 7,863 Hours	
CG Home Chore	1 Hour	/,005 Hours	
CG Out-of-Home Day Care	1 Hour	_	
CG Out-of-Home Overnight	1 Hour	_	

The California Department of Aging (CDA) Service Categories and Data Dictionary contains a complete list of all Service Categories, Unit Measures and definitions of eligible activities. <u>https://www.aging.ca.gov/download.ashx?lE0rcNUV0zYVluwocgk52g%3D%3D</u>.

# B. Scope of Work

Contractors are required to comply with Sections II and III of this RFP, and the Scope of Work (Attachment A). The following table summarizes services and available funding for which the K/T AAA is seeking proposals.

Scope of Work Service Categories and Category Funding

	Total	(1) 25%	Total
Samia Catagom	Available Funding	Percent Match Requirement	Program Cost
Service Category FAMILY CAREGIVER SUPPORT PROGRAM	runung	Kequirement	Cost
(Title III-E) Caring for Elderly	\$174,149	\$58,050	\$232,199
(The III-E) Caring for Enderry	\$17 <b>4,14</b> 7	\$30,030	<i>\$232</i> ,177
Information Services:			
Public Information on Caregiving			
Community Education on Caregiving			
Information Services Total			
Access Assistance Services:			
Caregiver Outreach			
Caregiver Information and Assistance			
Caregiver Interpretation/Translation			
Caregiver Legal Resources			
Access Assistance Services Total			
Support Services:			
Caregiver Assessment			
Caregiver Counseling			
Caregiver Peer Counseling			
Caregiver Support Group			
Caregiver Training			
Caregiver Case Management			
Support Services Total			
Respite Services:			
In-Home Supervision			
Homemaker Assistance			
In-Home Personal Care			
Home Chore			
Out-of-Home Day Care			
Out-of-Home Overnight Care			
Respite Services Total			

(1) The minimum required match is 25% of total program costs and is calculated by the California Department of Aging as follows: Assuming a grant amount of \$174,149, the grant amount is divided by 75% to derive a program total cost of \$232,199. The grant amount is then subtracted from that total program cost (\$232,199 - 174,149). The resulting \$58,050 would be the amount of the required match, which is 25% of total program costs.

# C. Program Deliverables

The Contractor will be expected to meet the minimum goals that will be established during the contracting phase. Goals will be established for each service category to be contracted.

Contractor performance will be reviewed on a quarterly basis by K/T AAA and technical assistance provided if goals are not being met.

# **D. Donations**

- 1. OAA funded programs are to be provided at no charge to seniors. However, Contractors shall encourage seniors to donate by explaining that donations are important to maintaining the service(s) provided. Contractor shall post signs where appropriate stating that donations are accepted. The Contractor shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided. Donations received from the provision of services covered by this RFP are to be reported by Contractor to K/T AAA as Program Income.
- 2. All contributions shall be used to increase the amount of service being provided in the program(s) funded by K/T AAA.

# E. Participant Eligibility and Targeting of Services

Services must be made available to all caregivers within the eligible service population; with emphasis on those with the greatest economic and social needs, and those residing in rural areas.

	Caring for Elderly
Family Caregiver	An adult (aged 18 or older) family member or another individual who is an informal (unpaid) provider of in-home and community care to a care receiver defined below
Care Receiver	An individual aged 60 or older <u>or</u> an individual of any age with <i>Alzheimer's disease or a related disorder</i> with neurological and organic brain dysfunction.

# F. Technical Assistance

The K/T AAA will provide assistance to Contractor(s) with grant-related issues upon request.

# G. Provision of Services

Applicants may choose to deliver services either directly or through subcontractors. Subcontractors shall be held to the same standards and requirements as Contractors. The K/T AAA reserves the right to approve all subcontractors prior to award of a subcontract. Procurement methods must comply with state and federal regulations:

California Code of Regulations, Title 22, Div 1.8, Chapter 3, Article 4

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I6F20FC70D4B711D E8879F88E8B0DAAAE

Code of Federal Regulations – 45 CFR 92.36 <u>https://www.govinfo.gov/app/details/CFR-2010-title45-vol1/CFR-2010-title45-vol1-sec92-36</u>

# Section III – Program Requirements

# A. Definitions

The following definitions apply to Senior Services Programs:

- 1. AAA Area Agency on Aging.
- 2. **Applicant/Proposer/Vendor** Used interchangeably throughout the RFP to denote any party that is interested in providing Senior Services Programs.
- 3. CCR California Code of Regulations.
- 4. **CDA** California Department of Aging.
- **5. CFR** Code of Federal Regulations.
- **6. Contract** Agreement between K/T AAA and Contractor, including the terms and conditions, scope of work, attachments, addenda, and amendments, if applicable.
- 7. **Contractor/Provider** Refers to an entity whose application results in a contract to provide Title III-E Family Caregiver Support Program services.
- 8. Data Dictionary Dictionary of CDA Service Categories and Service Units of Measure. (Reference: <u>https://www.aging.ca.gov/download.ashx?lE0rcNUV0zYVluwocgk52g%3D%3D</u>)
- **9.** Eligible Service Population Caregivers (18 years or older) providing informal (unpaid) care to individuals aged 60 or older, or individuals of any age with Alzheimer's disease or a related disorder, with the greatest economic or social need, with particular attention to low-income minority individuals.
- **10.** Equipment Tangible personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- **11**. **Fee for Service** A specified price determined by a per unit cost for the delivery of a specified number of units.
- 12. FCSP Family Caregiver Support Program Title III E of the OAA.
- **13. HIPPA** Health Insurance Portability and Accountability Act.
- 14. K/T AAA Kings/Tulare Area Agency on Aging.
- **15**. **NAPIS** National Aging Program Information System.
- 16. Older Americans Act (OAA) The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older, to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
- 17. Older Individual Individual who is 60 years of age or older.
- **18. OMB** Office of Management and Budget (federal).
- **19. Program Income** Refers to the donations made by the participants in the program.
- **20. Realignment Funds** In 1991/1992, the State approved the Health and Welfare Realignment Program that involves a shift of program responsibilities from the State to the counties. This shift is funded through a corresponding shift of dedicated State Sales Tax and State Vehicle License Fee revenue passed through to the counties.
- **21. Request for Proposal (RFP)** The document used to solicit a solution or solutions from potential Contractors to a specific problem or need. Although price is important, originality

and effectiveness of the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.

- 22. Service Area Defines the geographic area to be served under this program.
- 23. Service Unit Unit of measure for services provided to program recipients.
- **24. SOC 341** Form used to report a suspected incident of abuse of an elder or dependent adult, required under Welfare and Institutions Codes Sections 15630 and 15686(a)(1).
- **25. State** State of California.
- **26. Subcontract** To contract with a third party to perform all or part of the work included in this RFP and the resulting contract.
- **27. Title III** Grants for State and Community Programs on Aging.
- **28.** USC United States Code.
- 29. W & I Code California Welfare and Institutions Code.

# **B.** Contractor Requirements

- 1. Have the ability to:
  - a. Provide Family Caregiver Support Program services to the eligible service population that assist family and informal caregivers to care for their loved ones at home for as long as possible, and promote healthy and independent lives for older individuals.
  - b. Assist in the removal of individual and social barriers to economic and personal independence for older individuals.
- 2. Perform outreach efforts to identify individuals eligible for assistance under Federal law. Services should be targeted to older individuals with the following characteristics:
  - a. Reside in rural areas.
  - b. Have greatest social and economic need, with particular attention to low-income minority individuals, including Native Americans.
  - c. Have physical or mental disabilities, including Alzheimer's disease or related disorders with neurological and organic brain dysfunction; and the caretakers of these individuals.
  - d. Have limited English-speaking ability.
- 3. Assist the K/T AAA in assessing the needs of individuals aged 60 years and older in Tulare County.
- 4. Develop methods specific to the local community to serve the targeted group.
- 5. Provide adequate facilities and resources to deliver proposed services.
- 6. Complete and submit all program and expenditure reporting documents in a timely manner and at intervals determined by K/T AAA.
- 7. Provide services pursuant to Title 22 CCR, Sections 7352 through 7364 (procurement).

(https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I744DC110 D4B711DE8879F88E8B0DAAAE)

- 8. Cooperate with K/T AAA in the monitoring, assessment, and evaluation processes, which include making administrative, program and fiscal staff available.
- 9. Attend K/T AAA Advisory Council meetings and provide program updates as needed. Currently meetings are scheduled on a quarterly basis, subject to change.
- 10. Maintain adequate staff to provide services applied for in this application. These staff shall be available to K/T AAA for training sessions and meetings on an as needed basis.
- 11. Maintain all records and books pertaining to the delivery of contracted services. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must comply with the appropriate Office of Management and Budget (OMB) Circulars.
- 12. Maintain copies of all subcontracts, vendor agreements, Memoranda, and/or Letters of Understanding, and make copies available for review at the request of K/T AAA.
- 13. Have no record of unsatisfactory performance. Applicants who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Applicant, shall be presumed to be unable to meet this requirement.
- 14. Have the administrative and fiscal capability to provide and manage the proposed services on a cost reimbursement basis and to ensure an adequate audit trail.
- 15. Have the ability to implement the proposed program and begin operations with a minimum of 60 days of operating capital.
- 16. Be of sound financial status.
- 17. Be in good standing with the Secretary of State of California.
- 18. Provide administrative procedures for the proposed program, including, but not limited to:
  - a. Personnel Policies and Procedures.
  - b. Emergency Preparedness Plans.
  - c. Accounting procedures that meet governmental accounting standards. (OMB Circulars A-102 and A-133, 2 CFR 215, 225, and 230; https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical)
  - d. Internal monitoring procedures and evaluation criteria.
  - e. Audit resolution procedures.
  - f. Compliance with federal regulations governing the Older Americans Act of 1965, as amended, the Mello-Granlund Older Californians Act (Welfare and Institutions Code Sections 9000 et seq.), and California Code of Regulations (Title 22. Social Security, Division 1.8, Chapters 1-6.
    - Older Americans Act: <u>https://acl.gov/about-acl/authorizing-statutes/older-americans-act</u>
    - Mello-Granlund Older Californians Act: <u>https://law.justia.com/codes/california/2015/code-wic/division-8.5/</u>
    - California Code of Regulations: <u>https://govt.westlaw.com/calregs/index?\_lrTS=20200226195117692&transitionType=Default</u> <u>&contextData=%28sc.Default%29</u>
- 19. Enter into a contract containing standard clauses for performance levels and providing for sanctions if performance falls below a specified level.
- 20. Provide 25% match on total program costs.
- 21. Demonstrate the ability to secure additional funding sources to supplement the grant funding allocated by the K/T AAA for implementation of the Family Caregiver Support Program.

# C. Performance Standards

All Contractors must maintain performance standards set forth in this RFP. Performance standards refer to client satisfaction and achievement of all specifications outlined in Section III.B (Contractor Requirements) and Section VIII (Contract Requirements).

# D. Reporting Requirements

- 1. The following reports shall be completed and submitted to K/T AAA by the 10<sup>th</sup> day of the month following the month of service:
  - a. Monthly Expense Report and Request for Funds with total costs for services delivered. K/T AAA will provide the template.
  - b. Monthly Data Report Report (MDR) used to report the number of service units a contractor provides in a month. K/T AAA will provide the MDR template.
- 2. All client and program data must be kept in a locked file cabinet or storage area and be made available for review by K/T AAA upon request. This may include, but not be limited to:
  - a. NAPIS Client Intake Sheets.

K/T AAA is required to adhere to the National Aging Program Information System (NAPIS) data collection requirements by collecting and reporting specified data for all clients that receive registered services. K/T AAA will provide intake sheets.

- b. All client records that contain medical and personal identification information.
- 3. Contractors are required to utilize an internet based client-tracking system, California Aging Reporting System (CARS). Contractors will input data directly into the CARS system.
  - a. For general information about CARS, go to:

http://www.aging.ca.gov/ProgramsProviders/AAA/CARS/

- b. K/T AAA will provide training to Contractor's staff on all data collection requirements, and how to utilize the CARS system.
- c. K/T AAA will provide assistance to the Contractor with data collection and data entry into CARS for the 1<sup>st</sup> quarter period of the first FY contract. The Contractor shall assume full responsibility for data collection and entry by October 1<sup>st</sup> of the first contracted FY.
- 4. Computer System Requirements
  - a. Licensing

K/T AAA will provide the CARS licensing and annual fees to the Contractor at no cost. The number of licenses required by the Contractor will be negotiated with the K/T AAA.

- b. The Contractor is required to have internet access and is responsible for the cost of acquiring and maintaining internet access.
- c. Minimum computer hardware and associated systems required for accessing CARS:
  - Any computer or mobile device with internet access and a web-browser
  - Any operating system (including Windows and Mac OS)
  - Microsoft Internet Explorer 6.0 or higher with 128-bit encryption

# 5. Staffing

Based on the K/T AAA's current service unit goals for providing Titles III-E services; data collection and management may require an estimated two (2) to five (5) hours per week. Contractors should consider this requirement when developing a staffing model for their proposal.

# **Section IV - Procurement Timeline**

These dates are subject to change as deemed necessar	, . ,
Deadline for Letter of Intent	March 27, 2023
Deadline for submission of questions	April 4, 2023
Application Vendor Conference	April 6, 2023
Application Submission Deadline	April 21, 2023
Evaluation of Proposals	April 27, 2023
Announcement of Intent to Award	May 15, 2023
Submission of Appeals/Protests	May 22, 2023
Tentative Start Date for Contract(s)	July 1, 2023

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# **Section V - Procurement Procedures and Requirements**

#### Α. **Application Vendor Conference**

Applicants are encouraged to attend the Application Vendor Conference to be held at the following time, date and location.

# Thursday, April 6, 2023, at 10:00 a.m.

Pine North/South Conference Room **Government Plaza** 5957 So. Mooney Blvd. Visalia, CA 93277

#### **B**. Correspondence

All correspondence, including applications, must be submitted to: Kings/Tulare Area Agency on Aging 5957 So. Mooney Blvd Visalia, CA 93277 Or agomes@tularecounty.ca.gov

Questions related to this RFP may be directed to Aaron Gomes at: Phone: (559) 624-7279 Email: agomes@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 Application arrives in a timely manner. Applications received after 5:00 p.m. on Friday, April 21, 2023, will not be considered. Response to this RFP must be in the form of an application package (Attachment C – Application). Section VI-Application Submission provides complete guidelines.

# C. Question and Answer Period

All questions relating to this RFP must be submitted by email to the contact listed in Section V.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. on Tuesday, April 4, 2023, in ordered to be considered.** 

Answers to written questions will be read into the minutes at the Vendor Conference and distributed to all vendors, only if necessary to clarify substantive items raised during the conference. Questions and answers resulting from the Vendor Conference, and an RFP amendment (if deemed necessary), will be published on the K/T AAA website (<u>www.ktaaa.org</u>) no later than April 17, 2023.

# D. 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 V.B. A copy will also be available on the K/T AAAA website: www.ktaaa.org.

# E. Application Submission Deadline

All applications must be received at the address listed in Section V.B, no later than 5:00 p.m. on April 21, 2023. It is the Applicant's responsibility to ensure that its application arrives on or before the specified time. 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.

# F. Procurement Conditions

1. Contingencies

Funding for this program is contingent on federal and state funds (Titles III-E 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 III-E, K/T AAA shall have the right to terminate Agreements for services. 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.

# G. 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.

#### H. 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.

# I. Application Confidentiality

Applicants should be aware that Applications are subject to the California Public Records Act (Government Code Section 7920.000 et seq.

[https://leginfo.legislature.ca.gov/faces/codes\_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1. &article=1.]). 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.

# J. 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 Applicant 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.

# K. Review of K/T AAA Policies and Procedures

The Applicant may request in writing to review the K/T AAA policies and procedures including:

- Policy manuals and memoranda
- Reporting requirements and procedures
- Assessment/Evaluation criteria and instruments
- Appeal procedures

# M. Appeals/Protests

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

- 1. Proposer will notify the K/T AAA Director in writing of appeal/protest within 7 days or 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.
  - i. The proposer must notify the K/T AAA Director of decision to appeal/protest to K/T AAA Board in writing within 7 days of the K/T AAA Directors decision.
  - ii. 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.
  - iii. The proposer will receive a written notification within 21 days of any actions being taken.

# Section VI – 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.

This RFP includes Title III-E (Family Caregiver Support Program) services in Tulare County. Applicants may apply for one or more services and/or locations, but preference will be given to applications that propose to provide the most services to the most locations.

- 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 V.B -Correspondence, no later than the date and time specified in Section V.E - Application Submission Deadline.
- 5. All applications and materials submitted become the property of K/T AAA.

# **B.** Application Presentation

- 1. Submissions may be made electronically or by mail. One (1) original, (which may be bound) and seven (7) unbound copies are required if hardcopies are provided. The original application 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.
- The package containing the original and copies must be sealed and marked with the Applicant's name and Family Caregiver Support Program. Include RFP # K/T AAA
   23-02 on all documents, including the outside of the envelope.
- 3. All hard copy 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. Electronic applications must be 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 for Family Caregiver Support Program, and must include the following:

- 1. Completed Application for Family Caregiver Support Program services (Older Americans Act Titles III-E Funds), signed by a duly authorized officer, employee, or agent of the organization, and:
- 2. Financial Statements

Applicant must submit most recent financial audit of not more than eighteen months old at the time of submission, financial audit may be submitted by email to agomes@tularecounty.ca.gov or seven (7) hardcopies must be included with the application 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 VII – 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 Section III.B Contractor Requirements.

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. Organizational Capacity
  - b. Administrative and Fiscal Capacity
  - c. Relevant Experience
  - d. Proposed Service Delivery Plan
  - e. Cost Effectiveness

# 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 all 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 VIII – 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 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 11019.9

(https://govt.westlaw.com/calregs/Document/I3C8B7FC4ED9D4F9D9A0BDA9BBCBC6335?viewType=Fu <u>IIText</u>) 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/Vendors are 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 <u>www.aging.ca.gov</u> 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 DAAS 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. Conviction Records

Any Contractor who provides congregate and home-delivered meals shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled, or a domestic violence client, as provided for in Penal Code Section 11105.3, prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof. The K/T AAA must be immediately notified of any records showing a conviction. The K/T AAA may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

14. Adult Abuse Reporting Law

Contractor must comply with all applicable provisions of Welfare and Institutions Code, Sections 15630 and 15658(a)(1) [https://leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=WIC&sectionNum=15630]. Reports of suspected incidents of abuse of an elder or dependent adult must be documented on a State-approved form (i.e. SOC 341). [https://cdss.ca.gov/MandatedReporting/story\_content/external\_files/SOC341.pdf]

15. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) [https://www.dol.gov/general/topic/disability/ada].

16. 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.

# 17. Environmental Regulations

<u>EPA Regulations</u> – 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
- 18. 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.
- 19. 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. (OMB Circulars A-102 and A-133, 2 CFR 215, 225, and 230; <u>https://www.whitehouse.gov/omb/information-for-agencies/circulars/</u>)

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.

20. 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 fax (559) 737-4694 and by telephone (559) 624-8064 to K/T AAA.

21. 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.

22. Attorney 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Laws

Contractor is required to comply with all applicable state and federal laws.

29. Nondiscrimination

The contractor shall comply with all federal statutes relating to nondiscrimination.

30. 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.

31. Termination with 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.

32. Termination by Contractor

Contractor may terminate with cause by providing K/T AAA 180 days advance written notice in order for K/T AAA to transition services to a new service provider. K/T AAA will continue paying compensation for worked performed and not previously paid for up to the 120 days.

33. Transition Plan

The Contractor shall submit a transition plan to the K/T AAA within 15 days of delivery of a written Notice of Termination. The transition plan must be approved by the K/T AAA and must include how the Contractor will transfer its records of clients and data to the K/T AAA or a new contractor and transition clients to other community providers. It must also include how the assets purchased with K/T AAA funds will be transferred to either another contractor or to the K/T AAA.

34. 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 III-E services.

Specifically, funds made available under Title III E shall not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Development Services Regional Centers, Department of Mental Health Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

35. 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.

36. 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.

37. 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

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.

# C. Insurance

- 1. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  - a. 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.
  - b. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
  - c. Workers' Compensation and Employer's Liability Insurance as required by law.
  - d. Professional Errors and Omissions Insurance of \$1,000,000
- 2. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:

- a. Name K/T AAA and the County of Tulare, its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.
- b. State that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by K/T AAA and the County of Tulare shall be excess.
- 3. The Certificate of Insurance for Workers Compensation should include the following:
  - a. Waiver of Subrogation. CONTRACTOR waives all rights against K/T AAA and the County of Tulare and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy.
- 4. The K/T AAA and the County of Tulare Risk Manager (or designee) must approve any deductible or self-insured retention that exceeds \$100,000.
- 5. 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 K/T AAA and the County of Tulare Risk Manager (or designee).
- 6. The insurance provided herein shall be in effect at all times during the term of this Agreement. 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 K/T AAA and the County of Tulare, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the K/T AAA and the County of Tulare, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the K/T AAA may, in addition to other remedies it may have, terminate this Agreement.
- 7. Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the K/T AAA, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- 8. Prior to approval of this Agreement by the K/T AAA, the Contractor shall file with the K/T AAA and the County of Tulare, certificates of insurance with the original endorsements effecting coverage in a form acceptable to the K/T AAA. The K/T AAA and the County of Tulare reserves the right to require certified copies of all required insurance policies at any time.

# D. 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:** SCOPE OF WORK: TITLE III-E: FAMILY CAREGIVER SUPPORT PROGRAM

FAMILY CAREGIVER INFORMATION SERVICES			
Program Goal	To increase awareness of available services for caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders. For more information go to: <u>http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx</u>		
Unit of Service	One (1) activity is counted as one (1) Service Unit		
Area To Be Served	Services must be provided within Tulare County, based on demands of the targeted population		
Information Services	<b>Public Information on Caregiving:</b> Providing information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems (e.g., quarterly newsletter).		
	<b>Community Education on Caregiving:</b> Educating groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services (e.g., booth at a health fair).		

FAMILY CAREGIVER ACCESS ASSISTANCE SERVICES			
Program Goal	To assist caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders in gaining access to available services. For more information go to:		
Unit of Service	http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspxOne (1) activity is counted as one (1) Service Unit		
Area To Be Served	Services must be provided within Tulare County, based on demands of the targeted population		
Access Assistance	<b>Caregiver Outreach:</b> Initiating one-on-one contacts with individuals to identify caregivers and encourage their use of existing caregiver support services.		
	<b>Caregiving Information and Assistance:</b> (1) Providing caregivers with information on services available within the communities, including caregiving information related to assistive technology and caring for older individuals at risk for institutional placement. (2) Linking caregivers to the services and opportunities that are available within the communities. (3) To the maximum extent practicable, establishing adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).		
	<b>Caregiver Interpretation / Translation:</b> Providing bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver).		
	<b>Caregiver Legal Resources:</b> One-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.		

	FAMILY CAREGIVER SUPPORT SERVICES
Program Goal	To provide caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders with counseling, peer support groups and training to help them better cope with the stresses of caregiving.
	For more information go to:
	http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx
Unit of Service	One (1) activity is counted as one (1) Service Unit
Area To Be Served	Services must be provided within Tulare County, based on demands of the targeted population
Support Services	<b>Caregiver Assessment:</b> Conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their: (1) willingness to provide care; (2) duration and care frequency preferences; (3) caregiving abilities; (4) physical health, psychological, social support, and training needs; (5) financial resources relative for caregiving; and (6) strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.
	<b>Caregiver Counseling:</b> Provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities. This service (1) may involve his or her informal support system; (2) may be individual direct sessions and/or telephone consultations; and (3) may address caregiving-related financial and long-term care placement responsibilities.
	<b>Caregiver Peer Counseling:</b> Provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
	<b>Caregiver Support Group:</b> Provided to a group of 3 – 12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision-making and problem-solving skills related to their caregiving responsibilities.
	<b>Caregiver Training:</b> Workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable individual, to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities; and address the areas of health, nutrition, and financial literacy.
	<b>Caregiver Case Management:</b> Provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression

FAMILY CAREGIVER RESPITE SERVICES			
Program Goal	To provide temporary relief to caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders.		
	For more information go to:		
	http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx		
Unit of Service	One (1) activity is counted as one (1) Service Unit		
Area To Be Served	Services must be provided within Tulare County, based on demands of the targeted population		
Respite Services	<b>Caregiver Respite In-Home Supervision:</b> Providing care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.		
	<b>Caregiver Respite Homemaker Assistance:</b> Providing care receiver assistance with meal preparation, medication management, using the phone, and or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.		
	<b>Caregiver Respite In-Home Personal Care:</b> Providing care receiver assistance with eating, bathing, toileting, transferring, and or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.		
	<b>Caregiver Respite Home Chore:</b> An appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities		
	<b>Caregiver Respite Out-of-Home Day Care:</b> The care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.		
	<b>Caregiver Respite Out-of-Home Overnight Care:</b> The care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.		

# **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 contacted within 21 days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

# 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**

Your Name:	
Date of Occurrence:	
Approximate Time of Occurrence:	
Name of Service Provider:	
Address of Service Provider:	
Nature of Grievance:	
Signature:	Date:
Resolution:	

Resolved by:			
, <u> </u>	Signature	Date	

Signature of Service Recipient

Date

**ATTACHMENT C: Application for Project Award for Family Caregiver Support Program** 

# Application for Project Award for

# **Family Caregiver Support Program**

Older American Act (Title III-E Funds)

Due: 5:00 p.m., April 3, 2023

Dayna Wild, Director Kings/Tulare Area Agency on Aging 5957 So. Mooney Blvd. Visalia, CA 93277

# Attachment C Application for Project Award-Family Caregiver Support Program

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#### APPLICATION CHECKLIST

Family Caregiver Support Program Older American Act (Title III E Funds)

Applications submitted in response to RFP KTAAA 23-02 for Family Caregiver Support Program must be delivered to the following address no later than **5:00 p.m., Monday, April 21, 2023.** 

Kings/Tulare Area Agency on Aging 5957 S. Mooney Blvd Visalia, CA 93277

Each application must include the items listed below. Details are provided in RFP KTAAA 23-02, Section VI.C, Application Requirements, and Attachment C, Application.

Application Checklist: Each application package must include the following:

1.		Application -	-Completed	(One original	and seven (7	7) copies).	Includes:
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Applicant Certification

Program and Budgetary Information

2. Financial Statements: One (1) Year; 7 copies; 1 electronic copy

Applicant must submit most recent financial audit of not more than eighteen months old at the time of submission, financial audit may be submitted by email to agomes@tularecounty.ca.gov or seven (7) hardcopies must be included with the application 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.
Family Caregiver Support Program Older American Act - (Title III-E)

## 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, 2023, 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 <b>yes</b> , 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 coverage listed in Section VIII.C, 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 VIII.A.9, and Attachment B?		

#### **Application for Project Award-Family Caregiver Support Program** Attachment C

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

Yes No 

If no, please explain.

Does the Applicant use subcontractors? 19.

> 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 VIII.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:

#### **TOTAL POSSIBLE POINTS: 5**

**Evaluation Criteria:** 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.

#### 20. Proposed Services

The following table for Title III-E services lists all of the Family Caregiver Support Program services open for funding. Please check each service being proposed, and include estimated Service Units and estimated funding requested for that service. Please include activities to be provided where requested (if available).

#### NOTE: PROPOSED NUMBER OF UNITS OF SERVICE SHOULD BE REASONABLE AND COST EFFECTIVE.

TOTAL POSSIBLE POINTS: 10

**Evaluation Criteria:** Applicant identifies all proposed services and service units, and funds requested for each service. Funding requested for service units proposed is considered reasonable. Demonstrates that the operational area best meets the needs of the K/T AAA.

TITLE III-E FAMILY CAREGIVER SUPPORT PROGRAM SERVICES				
Service(s) to be Offered (please check)	Service Category	Unit of Service	Annual Number of Units Service (Estimated)	Requested Annual Funding Amount For Service (Estimated)
	<b>Information Services</b> To increase awareness of available services for caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders.	1 Contact		\$
	Access Assistance To assist caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders in gaining access to available services.	1 Hour		\$
	Support ServicesTo provide caregivers of seniors60 years of age and older, or ofindividuals of any age who haveAlzheimer's disease and relateddisorders with counseling, peersupport groups and training tohelp them better cope with thestresses of caregiving.	1 Contact		\$

## Attachment CApplication for Project Award-Family Caregiver Support ProgramTITLE III-EFAMILY CAREGIVER SUPPORT PROGRAM SERVICES

Service(s) to be Offered (please check)	Service Category	Unit of Service	Annual Number of Units Service (Estimated)	Requested Annual Funding Amount For Service (Estimated)
	Respite			
	To provide temporary relief to caregivers of seniors 60 years of age and older, or of individuals of any age who have Alzheimer's disease and related disorders.	1 Hour		\$

FCSP- INFORMATION SERVICES (Proposed)		
Service Area	Tulare County	
Target Communities to be served		

FCSP- ACCESS ASSISTANCE SERVICES (Proposed)		
Service Area	Tulare County	
Target Communities to be served		

FCSP- SUPPORT SERVICES (Proposed)		
Service Area	Tulare County	
Target Communities to be served		
be serveu		

### FCSP- RESPITE SERVICES (Proposed)

resi - kesi ite sek vices (i toposed)			
Service Area	Tulare County		
Location(s) Of Service	Days of Operation	Hours of Operation	

21.	Organization Description (double-spaced)		
	Requirements	Evaluation Criteria	
А.	Describe goals of organization.	Goals are adequately described and tend to correlate with proposed services.	
В.	<ul> <li>Describe experience in community based services.</li> <li>Include how experience relates to the proposed program services.</li> </ul>	Applicant's experience in providing community based 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.	<ul> <li>Describe size and/or structure of the organization.</li> <li>Attach Organizational Chart</li> </ul>	Evaluate if organization is staffed to ensure an effective program and satisfactory completion of administrative duties.	
TOT	TOTAL POSSIBLE POINTS: 20		

## 22. Fiscal Capability (double-spaced)

	Requirements	<b>Evaluation Criteria</b>
А.	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.

23.	5. Current Services (double-spaced)		
	Requirements	Evaluation Criteria	
А.	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.	
TOT	TOTAL POSSIBLE POINTS: 5		

## 23. Current Services (double-spaced)

24.	Proposed Program (double-spaced)	
	Requirements	Evaluation Criteria
А.	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.
В.	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 proposed 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.
TOT	AL POSSIBLE POINTS: 15	

# Attachment C Application for Project Award-Family Caregiver Support Program 25. Proposed Service Delivery Description (double-spaced)

25.	Proposed Service Delivery Description (double-spaced)				
	Requirements	Evaluation Criteria			
А.	<ul> <li>Describe the components of the services.</li> <li>For each service being proposed, include:</li> <li>How and where services will be provided         <ul> <li>Include how services will be provided to culturally diverse populations</li> </ul> </li> <li>Who will provide the services         <ul> <li>Include necessary qualifications</li> <li>Include use of subcontractors, if applicable</li> </ul> </li> </ul>	Applicant's response contains a thorough description of the procedures and processes for each component and includes quantifying each component.			
B.	Describe intake procedures. Include methods that ensure preference is given to older individuals in greatest economic or social need; and to low-income, multi-ethnic individuals.	Applicant adequately describes intake 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.			
C.	Describe Client Assessment methods.	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.			
D.	<ul><li>Describe Referral methods.</li><li>Include follow-up methods</li></ul>	Referral methods will ensure that clients are connected to needed services			
E.	Describe use of community resources and interagency ties.	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.			
TOT	AL POSSIBLE POINTS: 30				

26.	Staffing Plan (double-spaced)				
	Requirements	Evaluation Criteria			
Α.	Describe proposed staffing structure. Identify existing staff that can perform the scope of work and plans to add new staff positions. Describe plans, if any, to incorporate displaced County staff in new staff positions, if added. 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.	<ul> <li>If Volunteers will be used, describe how they will be managed. Include:</li> <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.			
TOT	AL POSSIBLE POINTS: 15	1			

27.	Transportation and Access (double-spaced)			
	Requirements	Evaluation Criteria		
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.		
TOT	AL POSSIBLE POINTS: 5			

28.	Program Management (double-spaced)				
	Requirements	Evaluation Criteria			
А.	<ul> <li>Describe outreach plans to increase public awareness of program services.</li> <li>Include outreach to culturally diverse, underserved, low-income, and limited English proficient populations</li> </ul>	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.			
В.	Describe how program performance will be monitored internally.	Methods for monitoring all aspects of service delivery components demonstrate there is adequate quality control of all components.			
C.	<ul><li>Describe how donations will be handled.</li><li>Include how clients will be provided opportunities to donate</li></ul>	Applicant describes a safe, secure, and confidential process for soliciting, collecting, and processing donations. Description ensures compliance with OAA requirements.			
D.	<ul><li>Describe how confidential client records and program data will be handled.</li><li>Include how these records will be stored</li></ul>	Applicant describes methods for collection and management of data that ensures confidentiality and security of all records.			
E.	<ul> <li>Describe agency fundraising capacity and experience with leveraging funds.</li> <li>Include potential sources of additional funding for the program and a plan to secure these additional funds (if any).</li> </ul>	Applicant demonstrates experience in fund raising and detailed fund raising plan appears feasible and realistic.			
TOT	AL POSSIBLE POINTS: 15	•			

## 28. Program Management (double-spaced)

29. Budgetary Information

#### A. General Instructions

Complete the following budgetary forms following this page.

- Proposed Service Category Budget Form one for each proposed service category:
  - Information Services
  - Access Assistance Services
  - Support Services
  - Respite Services
- Proposed Total Budget Summary Form (one for ALL proposed services)
- Schedule of Equipment Form (one for ALL proposed services)

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, vendor 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.

Matching contributions for Title III-E funds must meet or exceed 25%.

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 8% of direct cash costs. Actual Indirect costs that exceed 8% 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 III-E Services.

#### TOTAL POSSIBLE POINTS: 15

**Evaluation Criteria:** Applicant completes budget and equipment forms completely and accurately. Budgets are reflective of proposed services and units of service. Budgets provide appropriate matching contributions.

Line Item	General Description of Allowable Costs
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 employers match, FUTA (Federal Unemployment Tax Act) and Fringe Benefits compute for health, worker compensation, SDI, etc.
2. Operating Expenses	worker compensation, 524, etc.
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. Claimed amount may not exceed 8% of direct cash costs.
Insurance	Includes insurance such a vehicle and bonding, etc.
Legal Services	Attorney 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	Includes 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.

## Attachment C Application for Project Award-Family Caregiver Support Program PROPOSED SERVICE CATEGORY BUDGET

SERVICE CATEGORY:	FUNDING SOURCE – TITLE III-E		
Proposed No. of Service Units:	TOTAL FUNDS REQUESTED:		

	κ/τ ΑΑΑ	Ма		
	Funding Request	Cash	In-Kind	Total Cost for Service
Paid Personnel (see schedule below)				
Operating Expenses				
GRAND TOTAL				

#### SCHEDULE OF PERSONNEL

Paid Employees					
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	
	тот	AL-Personn	el Salaries		
	TOTAL-Per	sonnel Ben	efits/Taxes		
	RAND TOT	AL PAID PE	RSONNEL		

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

#### Attachment C Application for Project Award-Family Caregiver Support Program PROPOSED TOTAL BUDGET SUMMARY

	Column A	Column B	Column C	Column D	Column E
		(1	) Applicant M	atch	Total Cost for
	Total K/T			Total Match	All Services
	AAA Funding		In-Kind	(Columns B +	(Columns A +
	Request	Cash Match	Match	C)	<b>D</b> )
TITLE III-E					
Grand Total					

(1) The minimum required match is 25% of total program costs and is calculated by the California Department of Aging as follows: Assuming a grant amount of \$174,149, the grant amount is divided by 75% to derive a program total cost of \$232,199. The grant amount is then subtracted from that total program cost (\$232,199 - 174,149). The resulting \$58,050 would be the amount of the required match, which is 25% of total program costs.

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.

SCHEDULE OF EQUIPMENT							
Service Category	Item Description	Unit Cost	Quantity	Total Cost			