



**LEGAL SERVICES FOR OLDER ADULTS,
CAREGIVERS, GRANDPARENTS RAISING GRANDCHILDREN AND
MEDICARE BENEFICIARIES
REQUEST FOR QUALIFICATIONS (RFQ)
July 1, 2019 – June 30, 2022**

**FOR SERVICES FUNDED UNDER THE UNITED STATES ADMINISTRATION FOR
COMMUNITY LIVING (ACL), ADMINISTRATION ON AGING (AOA), PURSUANT TO
THE OLDER AMERICANS ACT
OF 1965, AS AMENDED IN 2016**

**THE KY CAREGIVER PROGRAM FUNDED THROUGH THE KENTUCKY GENERAL
ASSEMBLY**

Kentuckiana Regional Planning and Development Agency (KIPDA)
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Serving the counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble

Bidder's Meeting: February 13, 2019 – 2:00 p.m. (Eastern Time)

Mission Statement: *The mission of KIPDA Area Agency on Aging and Independent Living is to promote and ensure meaningful, timely, person-centered services are available for all seniors, persons with disabilities, and caregivers to improve their health, safety and overall well-being, and to provide leadership to the aging network through planning and coordination.*

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I. INTRODUCTION AND STATEMENT OF PURPOSE

Kentuckiana Regional Planning and Development Agency (KIPDA) has been designated the Area Agency on Aging and Independent Living (AAAIL) in accordance with Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older American's Act of 1965 (amended 2016) and Regulations thereto. As the Area Agency on Aging and Independent Living (AAAIL), KIPDA is responsible for administering federal and state funded programs for the citizens of the Kentucky counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble, which comprise the KIPDA AAAIL service area. In this capacity, KIPDA will support a network of service providers whose mission is to establish and develop services for older adults throughout the KIPDA region.

KIPDA is seeking qualified service providers to provide the following:

1. Legal Services consistent with the provisions of Title III-B of the Older Americans Act for individuals age 60 and over;
2. Title III-E National Family Caregiver Services, and Grandparents Raising Grandchildren through the Kentucky Caregiver Program;

Applications will be accepted from service providers who are certified and licensed to conduct legal counseling and litigation services for the general public, with priority given to organizations whose mission is to provide services for low-income individuals. **Service providers must be licensed to practice Law in the Commonwealth of Kentucky and have three (3) or more years of legal experience by the date of application, with a copy of the current license included in response to this RFQ.** KIPDA anticipates awarding one (1) contract for the provision of legal services throughout the Area Agency on Aging KIPDA Region. Up to **\$30,000** of funding from KIPDA through Title III-B is anticipated to be allocated, plus minimum 15% provider match. Additional funds as they are available for Title III-E National Family Caregiver eligible clients (standard caregivers) and grandparents raising grandchildren eligible through Title III-E (30% provider match requirement), or the Kentucky Caregiver Program, and Medicare beneficiaries and/or designated representatives regardless of age.

Legal services are a necessary service for older adults and caregivers who require assistance in handling legal matters regarding housing matters, access to the public benefits programs and services, establishing necessary legal documents to service in the role of power of attorney, medical or financial surrogate, wills and other necessary legal documents. Funding for legal services as it relates to criminal cases, domestic disputes, divorce and estate planning or corporate legal matters will not be supported with the public funds identified in this announcement.

Applicants will be required to support the federally funded programs with the following minimum match: Title III-B requires a minimum 15% match and the III-E program will require a minimum 30% match. Match may be cash (agency non-federal resources) to support the cost of services or in-kind which would be the value of donated space,

volunteer time for legal services or other allowable, KIPDA approved, in-kind resources to support the cost of conducting business as described in this RFQ.

The successful applicant will provide services from **July 1, 2019 – June 30, 2020**, KIPDA has the option to extend the provision of services for subsequent fiscal year(s) through the procurement period. Continued funding, through each fiscal year of the procurement period, is contingent upon the availability of funding, satisfactory performance of services, compliance with provisions of the awarded contract and mutual agreement by both parties. KIPDA reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services to seniors in the region. Applicants must meet the criteria set forth in this request and other specifications as indicated. Service providers may cover one, all, or any combination of counties allowed under this request.

Procurement Period: FY 2020 – FY 2022

Fiscal Year	Period of Contracts
FY2020	July 1, 2019 – June 30, 2020
FY2021	July 1, 2020 – June 30, 2021
FY2022	July 1, 2021 – June 30, 2022

The instructions and description of services to be provided have been developed for guidance to interested parties wishing to submit a proposal for the services outlined within and provides general information to all service applicants. The requested information represents an integral part of each RFQ and, therefore, will become a part of the successful applicant's contract by reference. Each applicant shall adhere to the instructions for submitting the proposal.

The successful applicant must be prepared to provide the highest quality of service and, at all times, provide services as funded. Applicants should indicate realistic goals and program design consistent with the scope of services. Commitment to this goal shall be the impetus in a system of service delivery that is cognizant of quality care, recognition of individual rights of choice and respect for confidentiality.

II. KIPDA REGIONAL INFORMATION

The KIPDA Area Agency on Aging and Independent Living service area is comprised of the following counties: Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble. According to the US Census Bureau, population data provided by Kentucky Data Center 2012 Estimate, approximately 21% of all persons living in the KIPDA region are 60 years old and older and 23.53% of all persons in Kentucky who are 60 and above live in the KIPDA region. Another perspective is that 18% of all persons in Kentucky who are 60 and older live in Jefferson County. Of all seniors, age 60 and up, in the KIPDA region, 78.8% reside in Jefferson County and 21.09% of the seniors in the KIPDA region reside in the rural counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble. Approximately, 9.6% of older persons in the region are low income and 19.1% of low-income seniors are minorities. Minority seniors represent 16.6% of the total senior population the KIPDA region. The population in the region is very diverse and represents a wide range of demographics, needs and interests of older adults and persons with disabilities. Kentucky

has the second highest percentage of people with disabilities in the entire nation. The Kentucky Data Center's KIPDA Region Profile indicates that 31.5% of the population in the region has a disability; and 40.41% of persons 65 and older in the region has a disability. For current regional data, please see <http://kipda.org> and look for the PDS version of "Planning for the Future of Our Communities Needs Assessment" for more details.

III. MINIMUM REQUIREMENTS TO APPLY

Organizations wishing to submit applications must meet the minimum qualifications prior to completing an application:

- A. **Licensure to Practice Law and operate a legal services business in the Commonwealth of Kentucky.** Organizations applying to provide Legal Services for individuals age 60 and older must be licensed in the Commonwealth of Kentucky. License number or other proof to validate compliance with this requirement shall be submitted by the applicant.

ADDITIONAL REQUIREMENTS

- B. **Financial Capability** – Service provider shall have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
- C. **Eligible to Conduct Business in Kentucky and with the Federal Government** – Organizations shall either be registered with the Secretary of State's Office if incorporated, possess a current 501(C)(3) certificate to conduct business as a not-for-profit organization, or shall possess a Business License issued by the Commonwealth of Kentucky. Additionally, organizations shall not be barred from conducting business with the Federal Government as presented on the Federal Debarment and Suspension list. Organizations shall possess a Federal and State tax identification number.
- D. **Experience** – Organization shall be experienced in the delivery of services as proposed under this RFQ and be able to provide evidence of sustainability in providing legal services in the community. (at least three (3) years of experience is preferred).
- E. **Reporting and Computer Systems** – Organization shall possess computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Organization shall be is capable of developing or currently have in place a reporting system to provide information regarding the units of service, number of KIPDA participants served, demographic data regarding those served, record of outcomes and time records for each service delivered.
- F. **Match** – Organization is shall be able to provide the minimum required match (15%) toward the overall cost of the program. Match can be either cash or in-kind third-party contribution.
- G. **Partnership** - Accessing additional funds including, but not limited to, fundraising to supplement public funding is encouraged. Details regarding planned events or methods of collecting and usage of additional funds is at the discretion of the organization, but mandatory for review during the procurement process.

Proposals may be submitted in the following methods: 1) Electronic (e-mailed) submission to be received at the following address with all specified attachments at KipdaDSS.procurement@kipda.org no later than the scheduled deadline of 12:00 noon EST, February 25, 2019; or 2) or receipt at the receptionist desk of the KIPDA Office no later than scheduled deadline, 12:00 noon Eastern Time, February 25, 2019. All proposals will remain unopened until the deadline of submission has elapsed. The Executive Director of KIPDA, or designee, will open proposals.

Proposals submitted after the established deadline will not be accepted.

Upon completion of the opening, proposals will be reviewed for general responsiveness. Non-responsive proposals will not be reviewed by the evaluation team. Applicants will be notified in writing of non-responsiveness and non-review of proposal. Responsive proposals will be reviewed according to the established schedule and criteria with final consideration of proposals by the KIPDA Board of Directors.

V. GUIDELINES FOR SUBMITTING PROPOSALS

A. Procurement Process and Requirements

Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs. The Second Party (Provider)s should review and comply with the General Conditions and Instructions for submission of proposals and inquiry period to ask questions. After the inquiry period has elapsed, subsequent questions will not be addressed by KIPDA management, staff or council members.

The procurement process will provide for the evaluation of proposals and selection of the proposals to be selected for award. KIPDA anticipates the selection of one or more organizations to serve in the capacity of a III-B Legal Services provider and clients will be able to choose among a pool of eligible and contracted organizations to provide Legal Assistance as prescribed in the care plan.

Approach

The Kentuckiana Regional Planning and Development Agency (KIPDA), in the exercise of its lawful duties, has determined that the services outlined in this proposal are necessary for the performance of the statutory and regulatory requirements of KIPDA. KIPDA has concluded that either state personnel are not available to perform these services, or it would not be feasible to utilize state personnel to perform these services. Additionally, a Second Party (Provider) is available and qualified to perform these services; and, for the before-stated reasons, the state agency desires to avail itself of the services of a Second Party (Provider).

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with State law and regulations. KRS Chapter 45A of the

Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies. See 45 CFR 74.326-335; 45 CRF 74, Appendix II for Federal guidelines for “Contract Provision for Non-Federal Entity Contracts under Federal Awards”.

Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidding entity or with any competitor. In addition, the bidding entity is prohibited from making multiple proposals in a different form.

The bidding entity must include a certified statement in the proposal that the price was arrived at without any conflict of interest, as described above (Assurances Section). Should a conflict of interest be detected at any time during the contract, the contract shall be null and void and the Second Party (Provider) shall assume all costs of the project until such time that a new Second Party (Provider) is selected.

No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the bidding organization or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KIPDA shall have the right to reject the proposal or cancel the contract without liability.

Cancellation of This Solicitation

In accordance with KRS 45A.105 and KIPDA policies and procedures, this Request for Proposals may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of KIPDA. Receipt of proposal materials by KIPDA or submission of a proposal to KIPDA confers no rights upon the Proposer nor obligates KIPDA in any manner.

Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. KIPDA will provide no reimbursement for such costs.

EEO Requirements

The Kentucky EEO Act, KRS 45.560-45.640, applies to all State government projects with an estimated value exceeding \$500,000.00. The Second Party (Provider) shall comply with all terms and conditions of the Act. Organizations submitting proposals will be required to certify in the assurances that it has complied with and adheres to the provisions of KRS 45.560 – 45.640.

Waiver of Minor Irregularities

KIPDA reserves the right to reject any offers and to waive informalities and minor irregularities in offers received providing such action is in the best interest of KIPDA. Where KIPDA may waive minor irregularities, such waiver shall in no way modify the RFQ requirements or excuse the bidding organization from full compliance with the RFQ specifications and other requirements if the bidding organization is awarded the contract.

Clarifications of Proposal

KIPDA reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis. KIPDA reserves the right to conduct discussions with any bidding organization who has submitted a proposal to determine the bidding organization's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

Best and Final Offers

KIPDA reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Bidding organizations are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

Rules of Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Sole Point of Contact listed on the Title Page.

Disposition of Proposals

All proposals become the property of KIPDA. The successful entities' proposals will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Director of Social Services.

KIPDA's Right to Use Proposal Ideas

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFQ. Selection or rejection of the proposal will not affect this right.

Confidentiality of Contract Terms

The Second Party (Provider) and KIPDA agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes. The Second Party (Provider) shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the Second Party (Provider) represents and warrants, and KIPDA relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Second Party (Provider) further

represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Second Party (Provider) agrees that it shall not knowingly allow any official or employee of KIPDA who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the company prior to the completion of the contract.

Sworn Statement Regarding Violations of Kentucky Revised Statutes

Pursuant to KRS 45A.485, Second Party (Provider)s are required to reveal final determinations of violation of certain statutes incurred within the last five years and be in continuous compliance with those statutes during the contract. Where applicable, the Second Party (Provider) is required to complete and submit the Sworn Statement Regarding Violations of Kentucky Revised Statutes with the Technical Proposal.

Open Records Law

Requests for bid/contract information shall comply with the Kentucky Open Records Act (KRS 61.870 to 61.884).

Deviations to Provisions of the Solicitation

The provisions appearing elsewhere in this Request for Qualifications (RFQ) shall become a part of any resulting contract. Any deviations from the provisions of the RFQ must be specifically identified by the Second Party (Provider) in its proposal, which if successful, shall become a part of the Contract. Such deviations shall not be in conflict with the basic nature of the technical and cost requirements of this RFQ. Deviations must be submitted as stated in Section 4 of this Solicitation. KIPDA reserves the right to reject any and/or all deviations in whole or in part.

Second Party (Provider) Response and Public Inspection

The RFQ specifies the format, required information, and general content of proposals submitted in response to the RFQ. KIPDA will not disclose any portions of the proposals prior to contract award to anyone outside KIPDA, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, KIPDA shall have the right to duplicate, use, or disclose all proposal data submitted by Second Party (Provider)s in response to this RFQ as a matter of public record.

Any and all documents submitted by a Second Party (Provider) in response to the RFQ shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the Second Party (Provider)'s designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, KIPDA will not redact or withhold any documents submitted in response to the RFQ if a request to inspect these records is made.

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFQ. Selection or rejections of the proposal will not affect this right.

- (a) Is authorized to transact business in the Commonwealth; and
- (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (c) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of the qualifications to apply. Bidding entities must be registered and eligible to do business in Kentucky as defined through the Secretary of State.

B. Communications and Proposal Submission Criteria

Issuing Office

Kentuckiana Regional Planning and Development Agency (KIPDA) is issuing this RFQ on behalf of the Division of Social Services. KIPDA is the only entity authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFQ.

Restrictions on Communications

The Director for the Division of Social Services listed on the Title Page shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to them. From the issue date of this RFQ until a Second Party (Provider) is selected and the selection is announced, Offerors are not allowed to communicate with any staff, Board or Advisory Council members concerning this RFQ.

KIPDA reserves the right to reject the proposal response for any violation of this provision.

VI. CONTRACT INFORMATION

A. Basis of Contract

Proposals will be evaluated and the KIPDA Board of Directors is the governing body for KIPDA authorized to award a contract to successful applicants. Contracts awarded through this procurement will be funded through the funding streams identified through the Older Americans Act, Kentucky Caregiver Program or, as appropriate, supplemental funds available through Federal or State funds in support of proposed initiatives. As additional or supplemental funds through alternate funding sources are authorized, KIPDA will provide for necessary training and reporting requirements in accordance with each funding stream.

Contracts are awarded for a period of one (1) year, unless the Department for Aging and the KIPDA Board of Directors authorize extended contracts or multi-year contracts. Contracts may be awarded annually, through the procurement cycle, contingent upon the availability of funding, authorization to provide and contract for services and provider performance.

If in the best interest of KIPDA and its programs, KIPDA reserves the right to extend the procurement cycle. KIPDA reserves the right to negotiate any terms, conditions, and unit price payments with successful applicants as appropriate. Payments are anticipated to be made on a per unit price basis. KIPDA reserves the right to modify payment structure if in the best interest of the program and KIPDA. The unit price payment contract method allows for payment to providers at an established unit price based on the number of units of allowable services delivered and reported for eligible participants consistent with service unit definitions. Other pricing structures may include cost reimbursement, performance-based payments and a combination of pricing structures. KIPDA reserves the right to refuse any and all bids and to accept those bids that are most advantageous to KIPDA in carrying out the goal of the program. Applicants will be notified in writing of approval or denial of funding.

B. Subcontracting

Subcontracting of services in whole or in part will not be permitted without prior approval from KIPDA. Applicants shall submit a copy of all subcontracts applicable to the services to be delivered with the submission of the proposal.

C. Post-Contract Audit

Office of Management and Budget A-133 audit requirements apply for all federally-funded programs. Applicants receiving less than \$750,000 in federal funds, but more than \$50,000 in funding may be required to have an audit conducted in compliance with Governmental Auditing Standards.

D. Pre-Contract Costs

Unless the applicant receives written approval from KIPDA's Executive Director, all costs incurred prior to the date of the contract award are not allowable for reimbursement from KIPDA through this process.

E. Availability of Funds

KIPDA has no legal liability for payment of funds or award of a contract until funds are made available to KIPDA for this procurement and notice of such availability, to be confirmed in writing by the Executive Director of KIPDA, is provided to the Contractor.

F. ExParte Contact

ExParte contact with any member of the KIPDA Aging Advisory Council, KIPDA staff and/or KIPDA Board of Directors in an effort to provide information or influence a recommendation outside a scheduled public meeting established by KIPDA shall be grounds for disqualification of the proposal from further consideration of funding.

G. Reporting Requirements:

Successful applicants will be expected to complete monthly and quarterly program and financial reporting documents. Further, client intake forms containing information necessary to meet Federal reporting requirements will be necessary for each client served. As service units are delivered throughout each month, successful applicants will be required to maintain documentation to validate service units (time records per day) and complete data entry of service units and client information will and complete all data entry by the 6th day of each month following the month for which activity is reported. KIPDA will post service records in the electronic system on the 7th day following the end of each month for which activity is reported. Quarterly reports will contain statistical and program summary information to evaluate the continued effectiveness of services. Reporting requirements will include the following:

- * Number of unduplicated clients served
- * Number of units of service delivered (depending upon service funded)
- * Total billing request
- * Match units, services, and amount of match
- * Demographic data related to the clientele served (minority groups, number of clients in poverty).
- * Quarterly reports may be required for certain components which would contain more specific performance and service information not normally captured in the billing invoice or supporting documentation.

H. Performance-Based Penalties:

KIPDA reviews performance on a regular basis. In the event of underperformance or non-performance, KIPDA will work with the contracted organization to resolve the performance issue. KIPDA reserves the right to amend and revise provider contracts including the recoupment of or reduction in funding.

VII. PROTEST

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his/her designee, shall have authority to determine protests and other controversies of actual or prospective parties in connection with the solicitation or selection for award of an Agreement or Contract.

Any actual or prospective party, who is aggrieved in connection with the solicitation or selection for award of an Agreement or Contract, may file protest with KIPDA in accordance with its grievance policies, with state level grievances to be conducted

in accordance with KRS 13B. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Jarrett Haley
Executive Director
Kentuckiana Regional Planning and Development Agency
11520 Commonwealth Drive
Louisville, KY 40299

KIPDA will follow its local resolution process and if satisfactory resolution to a grievance is not established at the local level, state level fair hearing procedures shall be followed. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

In all disputes escalated to a State Level review or hearing will receive a decision by the Secretary of the Finance and Administration Cabinet and shall be final and conclusive.

VIII BUDGET INFORMATION FOR PROPOSAL SUBMISSION

1. Budget Workbook:

Applicants shall complete the line-item budget contained in a separate excel workbook which incorporates the budget narrative pages and populates into the line-item project budget. The budget narrative provides for an explanation of the individual line-item costs through description, purpose and amount necessary to support the cost of services.

2. Budget Backup-Sheet

The final worksheet of the budget workbook contains a budget backup sheet whereby the applicant will break down the amount requested in the total project budget into specific service categories. This backup form allows for the applicant to represent the projected total number of caregivers or grandparents who will receive specific services during the course of a fiscal year. Further, the number of service units that are proposed to be delivered for eligible caregivers (consistent with unit-definitions) shall be represented. The total project budget proposed for a service divided by the total number of service units will provide the proposed unit price.

3. Reasonableness of Costs and Allowable costs:

In accordance with Federal and State cost principles and financial management guidelines, all entities awarded public funds shall ensure that costs presented are reasonable and can be supported with cost estimate information if necessary and shall only be utilized for allowable costs. Applicants are to adhere to the provisions of 2 CFR, Part 200 - Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Further, the Department for Aging and

Independent Living in accordance with Cabinet policies, may further require limitations on certain types of costs or amounts.

The following limitations apply and shall be incorporated as applicants determine and present the proposed budget:

- a. Travel for all staff will be limited to no more than the State mileage rate. This rate may change quarterly and is currently at the amount of .42 per mile.
- b. Food purchases for programs and services are unallowable with the Federal and State funds authorized through this procurement.
- c. Only costs that are necessary, reasonable and allocable to the specific programs included in this procurement will be considered. Costs that are determined to be unnecessary or reasonable will be eliminated or reduced at the discretion of KIPDA. The costs incorporated into the project budget shall only include the proportionate share for staff or other operating costs related to the direct implementation of the stated project(s). Costs that are associated with the overall operation of the applicant entity or not-related to the specific programs or services bid shall not be incorporated into the project budget or proposal.

IX. SCOPE OF SERVICES

A. SERVICE DEFINITIONS

Legal Services - Unit of Service = Equal to one hour (1 hour) of service. Units of service are calculated by multiplying the number of hours of service per client served per session or meeting. Legal services are those services defined in this application to assist individuals, age 60 and over, their guardians or caregivers on behalf of the senior, in the access of and assistance by the legal system to manage personal legal matters. Specific types of legal services may be excluded, if specialized services are outside of the scope of services offered by the provider.

Legal Assistance: As defined in the Older Americans Act, legal services shall be the provision of legal advice and representation by an attorney to older individuals (persons 60 years of age and older), their guardians or caregivers on behalf of the senior, and includes:

1. Legal counseling or other appropriate assistance by an attorney, paralegal or law student under the direct supervision of an attorney; and
2. Counseling or representation by a mediator or arbitrator where permitted by law.

Unduplicated Client Count - The number of clients counted one time receiving a legal service, regardless of the number of times the service is delivered on behalf of the client.

- a. **Caregiver** – An adult family member or another individual, who is an “informal provider” of in-home and community care to an individual age 60 or older. This category also includes caregivers of individuals with early onset dementia (diagnosis must be verified by a doctor’s statement) who are under 60 years old.
- b. **Child** – An individual who is 18 years of age or younger. The National Family Caregiver also defines a “child” to include individuals more than 18 years old with a disability and a relative caregiver.
- c. **Grandparent or other older relative caregiver of a child (Federal funded program)**– A grandparent, step-grandparent or other relative of a child by blood or marriage, who is 55 years of age or older and:
 - i. Live with the child;
 - ii. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - iii. Has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally.
- d. **Grandparent (Kentucky State funded program)** – A grandparent shall be related to the grandchild by birth, marriage or adoption (if adoption occurs through the parent), and
 - i. Be a Kentucky resident;
 - ii. Be primary caregiver for a grandchild;
 - iii. Resides with the grandchild who shall not be residing in the same household has the grandchild’s parents
 - iv. Not have an income that exceeds 150% of federal poverty level, and
 - v. Not receive a monthly payment of kinship care

Note: The following activities facilitate the delivery of services but shall not be reported as units of service in reporting performance outcomes, except where required for a specific service:

- (a) Review, update or maintenance of resource or agency files.
- (b) Travel time incurred in the delivery of services.
- (c) Training, staff meeting (other than direct SHIP training).
- (d) Project management.

B. SCOPE OF WORK

1. Older Adult and Caregiver Legal Assistance

- a. Applicant shall maintain an office where clients shall be able to apply for and receive legal services during ordinary business hours. If it is determined through intake that a client is homebound, the legal services advocate or qualified designee, will conduct a home visit.

- b. Applicant shall provide group presentations, distribute materials, and educate Title III-B provider and caregiver network (particularly senior center locations) about the availability and type of services offered.
- c. Maintain complete and accurate files and records of agency services and client services received; time incurred for service delivery, maintain records of training and employee certifications or licenses; maintain financial records to validate services delivered and costs incurred for III-B services separate from other agency services.
- d. Maintain internal monitoring and review procedures to ensure accuracy and accountability for services delivered.
- e. The successful applicant shall provide legal services in the following civil matters related to income, healthcare, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. However, should funds be limited, services will be provided in the following order of priority:
 - i. **Protective Services** – including adult abuse, mental health commitment, and representation of ward in involuntary guardianship or conservatorship proceedings;
 - ii. **Health care** – including nursing home care, hospital and other institutional care, and health insurance;
 - iii. **Access to Public benefits** – including Social Security, Supplemental Security Income, Food Stamps, Medicare, Medicaid, public and subsidized housing, energy assistance.
 - iv. **Housing** – including landlord-tenant problems, substandard housing, evictions, and rent disputes;
 - v. **Other** – civil cases for beneficiaries in the greatest economic and social need, except that legal services shall not be provided in fee-generating cases unless adequate private legal representation is unavailable, in accordance with the terms of 45 C.F.R. Section 1321.73(h).
- f. Applicant shall coordinate its efforts with the efforts of the Long-Term Care Ombudsman’s Office and implement a Memorandum of Agreement on coordination of information and referral services.
- g. Legal services shall be provided at locations that are accessible to the most economically and socially needy beneficiaries, including low-income minority individuals, the institutionalized, homebound and isolated beneficiaries.
- h. For Title III-B older adult legal services, at least one (1) educational program will be provided at each of the rural senior centers. The funded senior centers will be identified upon completion of the procurement process.
- i. Caregiver Legal Services offered will include: implementation of and carrying out legal services to assist caregivers and eligible grandparents raising their grandchildren through individual consultation, representation on court and legal proceedings appropriate for the applicant’s scope of business, guardianship, adoption, access to public benefits, housing assistance, advocacy on various public issues that impact a caregiver or grandparent and powers of attorney or living wills. Other topics for legal representation will also be considered, with the exception of legal representation for criminal proceedings.

- j. Eligibility requirements for KY Caregiver Program include submission of eligibility documents to KIPDA for referral to the Department for Community Based Services to determine income and other program eligibility requirements.

C. PROVIDER RESPONSIBILITIES

The selected applicant will provide free legal services for eligible Title III-B clients, Title III-E National Family Caregiver eligible clients, and Grandparents Raising Grandchildren eligible for the Kentucky Caregiver Program:

1. Provide approved legal services consistent with the provisions of this application and as approved in the final contract.
2. Assure the provision of services throughout the geographic area covered under its plan or proposal.
3. Coordinate Legal Services with the Long-Term Care Ombudsman program provider to ensure representation of LTC clients as needed.
4. Treat clients in a respectful and dignified manner, involve the client and caregiver in the delivery of services and provide services in a timely and safe manner.
5. Permit staff of the Cabinet for Health and Family Services and KIPDA to monitor and evaluate services provided.
6. Maintain records to substantiate the number of units of service provided, number of unduplicated clients served, program income, match and client files to compile a record of services from the beginning date of service through the closure of the legal case.
7. Ensure records are available and provided to KIPDA that reflect the amount reported as match toward the overall project cost.
8. Maintain written job descriptions for staff and volunteer positions (if applicable) involved in direct service delivery and maintain written personnel policies and wage scales for each job.
9. Designate a supervisor to ensure staff providing legal services are provided professional supervision and monitor the quality of service delivery.
10. Transfer of Client Records – In the event an agreement with KIPDA is terminated, copies of all appropriate records of all active clients and/or participant data shall be provided to the new Contractor.
11. In accordance with KIPDA policies and Federal / State Laws, the privacy of all clients and HIPAA shall always be upheld, particularly when transmitting information electronically. Encryption software as prescribed by KIPDA shall always be used when transmitting Protected Health Information, including client names and contact information.
12. Provide or arrange for appropriate insurance coverage to protect staff and volunteers from personal liabilities.
13. Provide and/or secure appropriate orientation prior to the delivery of services and continued in-service training annually for staff responsible for providing legal services.
14. Adhere to the guidelines set forth in the *KIPDA Policy and Procedures Manual*. The General, Fair Hearing and Title III-B Legal Services, and Caregiver/KY

- Caregiver sections of the KIPDA Policy and Procedures Manual will be available at the bidder's meeting.
15. Non-licensed staff or volunteers performing services are required to complete the national background check, if not already a component of the organization's background check system.
 16. In the event the electronic data collection system is temporarily inoperable, other methods to communicate between the provider and KIPDA shall include e-mail, fax, or telephone.
 17. Conduct universal screening for client services and eligibility determination documents prescribed by KIPDA for Title III-B, III-E and KY Caregiver Services. Submit KY Caregiver and other program eligibility documents to KIPDA for final determination as instructed by KIPDA staff, unless otherwise instructed to discontinue this practice.
 18. Utilize the electronic data system adopted by KIPDA and follow procedures for data entry and maintenance of client data, service information and communication with KIPDA staff as applicable.
 19. Follow KIPDA procedures for reporting units of service, adjustment to units of service, and charges for the delivery of services. If an error is found in reporting and units billed, an adjustment shall be made and KIPDA notified of adjustments.
 20. Ensure the accuracy of reports, units of service, clients served on a monthly basis. Provide signed original invoices to KIPDA monthly or quarterly basis as approved by KIPDA by a date specified in the contract.
 21. Subcontracting is prohibited without prior written approval of KIPDA.
 22. Fees shall not be charged for any part of the services conducted on behalf of KIPDA through this procurement. The charging of fees for these stated services is unallowable and the participants / clients shall not realize a fee for time and effort expended on his/her behalf.
 23. Notify Adult Protective Services and KIPDA when potentially unsafe and/or hazardous conditions exist that may place the client or others in imminent danger.
 24. Notify Adult Protective Services and KIPDA staff when there are suspicions of abuse, neglect or exploitation regardless of suspected perpetrator in accordance with KRS requirements.

D. PARTICIPANT RECORDS AND FILES

The selected applicant will be responsible for maintaining records sufficient to report the number of units, individuals receiving legal services, time records to validate units of service and a client file to record the history of legal services and the final disposition of services. Records to substantiate the amount of match and program income reported shall be maintained and provided to KIPDA upon request. The following information will be required to complete necessary reports and information requested by KIPDA:

1. Monthly reporting of services provided, record of the type of legal services as listed in this application, number of units of service and demographic data of clients served.

2. Maintain an accurate list of individuals having received services throughout each year and maintain client intake and eligibility documents along with case records and case notes (electronic maintenance is acceptable as well as paper record).
3. Age of individuals participating in services
4. Legal records and notes from legal counseling for each client
5. Records to substantiate program income and match
6. Client Satisfaction Survey Results.

The applicant shall maintain participant records in accordance with KIPDA policies and procedures. Records with client signatures will be required and maintained in the client files. Records shall be sufficient to determine services provided. Records may be maintained with the participant file, electronically or separate location as long as the information is secured and not available for viewing by others outside of the parties permitted to access such records.

E. LEGAL SERVICES FACILITIES AND OPERATIONS

The applicant shall ensure the following conditions of the facilities are maintained for purposes of providing Legal Services:

Facilities:

1. The location of Legal Services shall be in a location that is convenient for clients, age 60 and older, persons with disabilities and caregivers who require legal services with access to the general public and capacity to serve the number of clients identified to be served.
2. Facilities shall comply with ADA and safety standards for services to the public.
3. The facility meets OSHA standards and regular inspections of the facility for safety and local fire code standards are conducted.
4. An emergency contingency plan is developed and utilized in the event of emergencies; including weather-related emergencies.

Operations:

1. A sufficient number of staff will be available to provide legal services for clients referred and eligible for Title III-B, III-E and/or KY Caregiver services.
2. Services provided will be consistent with the parameters established in this application and the scope of the funded organization's ability to provide specific legal services.
3. The services shall be available to eligible clients at a convenient time and location to ensure equal access to services.
4. Develop a process for monitoring the quality and effectiveness of services to eligible clients.



PROPOSAL APPLICATION INSTRUCTIONS

GENERAL INSTRUCTIONS

The following is a list of the content to be included in the completed proposal package submitted to KIPDA for consideration of funding.

OUTLINE

- Coversheet
- Table of Contents
- Proposal Application – General Section
- Proposal Application – Scope of Work
- Proposal Application – Project Budget
- Checklist
- Proposal Planning Form
- Certification of Assurances
- Prohibited Employee & Volunteer Activities
- Local Resources Used for Match Form (if required)
- Computer/Office Capacity Assurance
- Certification of Cost and Pricing Data
- Project Plan
- Evaluation Document (this document to be distributed at the bidder's meeting).

INSTRUCTIONS

1. Organizations wishing to submit an application for consideration of funding will be required to attend a **mandatory bidder's meeting** to be held on **February 13, 2019 at 2:00 p.m. Eastern Time** at the KIPDA office. Organizations that do not attend the bidder's meeting will not be permitted to submit proposals for consideration. Proposals may be downloaded from the KIPDA website at www.kipda.org or available via USB drive upon request to KIPDA.
2. Applicants may submit a completed proposal electronically to KipdaDSS.procurement@kipda.org or submit one original computerized application with signatures **in blue ink** in a three-ring binder with all required signature forms and a saved version on USB drive in Word 2007 or higher version. A fillable Microsoft WORD version of the application has been provided for ease of completion. Handwritten or faxed applications will not be accepted. Complete the proposal in the format presented in this proposal package with each section identified with a heading. Attachments and addenda must be clearly identified and labeled in the proposals. Only include attachments if additional supporting documents are necessary. Prepare responses directly in the body of the application. Proposals are due to KIPDA (electronically or original hard copy) no later than **12:00 Noon (Eastern Time) February 25, 2019**.
3. Submit completed forms, using the checklist included in this application as a guide. Include a table of contents at the beginning of the proposal and include the page numbers for responses on the evaluation tool (to be made available at the bidder's meeting).
4. Proposals will be reviewed for reasonableness of cost for the services, completeness of responses in the application, past performance as an entity serving older adults (statistical data), proposed services that address the needs of older adults and change population and other criteria as identified in the evaluation criteria established by KIPDA.
5. Applicants that fail to respond to any section or topic may be declared non-responsive and will not be considered for funding during the procurement cycle. Applicants that submitted non-responsive applications may submit applications for future procurements. Questions that do not pertain to the services proposed or not applicable to the applicant organization should be marked "not applicable" or NA.
6. It is expected that all required forms and information requested will be signed and submitted with the application to be considered for review. **The proposal will not**

be scored if the forms are not complete. Documents with scanned signatures will be accepted with electronic submission.

7. Original computerized proposals shall be submitted sealed, with the following information on the outside:

**Mr. Jarrett Haley, Executive Director
ATTN: KIPDA Social Services - Legal Services Caregiver Procurement
11520 Commonwealth Drive
Louisville, KY 40299**

Electronic proposals shall be submitted to KipdaDSS.procurement@kipda.org. All proposals (regardless of submission format) are due no later than 12:00 noon (Eastern Time), February 25, 2019. Proposals received after that time and date shall not be considered for review.