


REQUEST FOR PROPOSAL

 <p>JAYHAWK AREA AGENCY ON AGING, INC. 2910 SW Topeka Blvd. Topeka, KS 66611</p>	<p>RFP NO: 2021-LEGAL-01 DATE: February 1, 2021</p> <p>JAAA Phone: (785) 235-1367 JAAA Fax: (785) 235-2443</p>
<p style="text-align: center;">RETURN RFP NO LATER THAN:</p> <p>DATE: March 5, 2021</p> <p>TIME: 4:00 PM Local Time</p>	<p style="text-align: center;">RETURN RFP TO:</p> <p>Jayhawk Area Agency on Aging Sharon Wright – swright@jhawkaaa.org 2910 SW Topeka Blvd Topeka, KS 66611</p>
<p>DESCRIPTION:</p> <p style="text-align: center;"><i>OLDER AMERICANS ACT (TITLE III-B) LEGAL ASSISTANCE SERVICES</i></p> <p>The Jayhawk Area Agency on Aging, Inc. (JAAA) has been designated by the Kansas Department for Aging and Disability Services (KDADS) to develop a coordinated and comprehensive plan for the provision of older adult services within its Planning and Service Area (PSA-04). JAAA is accepting proposals for the purpose of negotiation to enter into contracts with service providers for Services under Title III-B, Title III-C, Title III-D and Title III-E services of the Older Americans Act of 1965, as amended, for the older adults in Douglas, Jefferson and Shawnee counties.</p> <p>JAAA is seeking proposals from bidders qualified to provide Legal Assistance (definition on page 8) for persons 60 years of age and over residing in PSA-04. The service area has an increasing number of older citizens in need of legal services to assist them to remain in their own homes for as long as possible with safety and dignity.</p> <p>This RFP is for a four-year period from October 1, 2021 to September 30, 2025 (fiscal years 2022, 2023, 2024 and 2025) with new contracts being issued at the beginning of each fiscal year.</p> <p>To respond to this RFP this cover sheet and the appropriate forms should be completed and submitted. Jayhawk Area Agency on Aging, Inc. is requesting one (1) original clearly marked as such and signed with blue ink.</p> <p style="text-align: center;">Deadline to submit questions: February 17, 2021</p>	
MUST BE SIGNED TO BE VALID	
COMPANY:	DATE:
MAILING ADDRESS:	PHONE:
CITY	STATE: ZIP: E-MAIL:
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:
AUTHORIZED SIGNATURE:	PRINTED NAME: DATE:

Jayhawk Area Agency on Aging, Inc.
STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means Jayhawk Area Agency on Aging, Inc. for which the equipment, supplies, and/or services are being purchased.
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- e. **Buyer** The **Contact Person** as referenced herein is usually the Buyer.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- i. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by Jayhawk Area Agency on Aging, Inc. to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- l. **Shall** have the same meaning as the word **must**.
- m. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

2. OPEN COMPETITION

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Jayhawk Area Agency on Aging, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirement, competitive bid process, etc., must be directed to the buyer from Jayhawk Area Agency on Aging, Inc. as indicated on the first page of the bid/proposal. Such communication shall be received by the deadline for question submission shown on the front page of the RFP.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by Jayhawk Area Agency on Aging, Inc., after the deadline for submission of questions shown on the front page for the RFP may not be answered.

- b. Bidders are cautioned that the only official position of Jayhawk Area Agency on Aging, Inc. is that position which is stated in writing and issued by Jayhawk Area Agency on Aging, Inc., in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. Jayhawk Area Agency on Aging, Inc., monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders

which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.

- d. Jayhawk Area Agency on Aging, Inc., reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an **amendment**.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- e. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS/PROPOSALS

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required and (4) be e-mailed to Jayhawk Area Agency on Aging, Inc., and officially clocked in no later than the exact closing time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. A bid may only be modified or withdrawn by signed, written notice which has been received by Jayhawk Area Agency on Aging, Inc., prior to the official proposal due date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

5. BID/PROPOSAL CLOSING

- a. It is the bidder's responsibility to ensure that the bid is delivered by the official proposal due date and time to Jayhawk Area Agency on Aging, Inc. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder.

6. EVALUATION/AWARD

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by Jayhawk Area Agency on Aging, Inc., to be in the best interests of Jayhawk Area Agency on Aging, Inc.
- b. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
- c. When evaluating a bid, Jayhawk Area Agency on Aging, Inc. reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- d. Any award of a contract shall be made by written notification from Jayhawk Area Agency on Aging, Inc.
- e. All bids and associated documentation which were submitted on or before the official proposal due date and time will be considered open records pursuant to the State of Kansas open record law.
- f. Jayhawk Area Agency on Aging, Inc., reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.

- g. Jayhawk Area Agency on Aging, Inc., reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety, to waive any minor technicality or irregularities of bids/proposals received.
- h. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

7. CONTRACT/PURCHASE ORDER

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) Jayhawk Area Agency on Aging, Inc.'s acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8. INVOICING AND PAYMENT

- a. The contractor must provide accurate, up-to-date monthly program and fiscal reports by the 10th of each month.
- b. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Jayhawk Area Agency on Aging, Inc.
- c. Payment for all equipment, supplies, and services shall be made in arrears. Jayhawk Area Agency on Aging, Inc. shall not make any advance deposits unless provided in the solicitation document.
- d. Jayhawk Area Agency on Aging, Inc. assumes no obligation for equipment or supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Jayhawk Area Agency on Aging, Inc.'s rejection and shall be returned at the contractor's expense.

9. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agent of Jayhawk Area Agency on Aging, Inc. pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. Jayhawk Area Agency on Aging, Inc.'s right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by Jayhawk Area Agency on Aging, Inc., (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Jayhawk Area Agency on Aging, Inc., may cancel the contract. At its sole discretion Jayhawk Area Agency on Aging, Inc., may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Jayhawk Area Agency on Aging, Inc. will issue a notice of cancellations terminating the contract immediately.
- c. If Jayhawk Area Agency on Aging, Inc., cancels the contract for breach, Jayhawk Area Agency on Aging, Inc., reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Jayhawk Area Agency on Aging, Inc., deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. Jayhawk Area Agency on Aging, Inc., reserves the right to terminate the contract at any time for the convenience of Jayhawk Area Agency on Aging, Inc. without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid; hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract, or emailed to the specific contact listed in the contract.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless Jayhawk Area Agency on Aging, Inc., its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, Jayhawk Area Agency on Aging, Inc., shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Title VI of the Civil Rights Act of 1964.

19. OLDER AMERICANS ACT (OAA)

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Older Americans Act.

20. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

21. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold Jayhawk Area Agency on Aging, Inc., its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges,

professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

23. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that Jayhawk Area Agency on Aging, Inc., or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses there under. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to Jayhawk Area Agency on Aging, Inc. any and all such books, documents, papers, and records.

24. HIPPA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

Jayhawk Area Agency on Aging, Inc.

1. **INSURANCE:** All bidders, with the exception of contractors that are units of local government, shall have a Certificate of Liability Insurance submitted to the Agency. The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below (**SAMPLE CERTIFICATE ATTACHED**):

- A. Commercial General Liability including Product and Contractual Liability

Not less than \$1,000,000 single limit per occurrence for bodily injury, personal injury and property damage.

Minimum \$2,000,000 aggregate.

- B. Workers' Compensation and Employer's Liability

Workers' Compensation Statutory
(include all states endorsement)

Employer's Liability \$100,000 each occurrence

Before entering into a contract, the successful bidder shall furnish to Jayhawk Area Agency on Aging, Inc. a Certificate of Insurance verifying such coverage and identifying Jayhawk Area Agency on Aging its' officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make Jayhawk Area Agency on Aging, Inc. a partner or joint venture with the contractor in its operations hereunder.

The Board of Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees shall be named as additional insureds as respects: Liability arising out of acts performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Jayhawk Area Agency on Aging, Inc. 2910 SW Topeka Blvd. Topeka, KS 66611. Prior to any material change or cancellation, Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

2. **TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS:** Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the required insurance and bonds. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next acceptable proposal.
3. **CONTRACT PERIOD:** The contract shall be effective October 1, 2021 through September 30, 2022. The Contractor must have secured written agreements with all stated facilities by September 1, 2021 to comply with this contract period.
4. **OPTION TO RENEW CONTRACT:** The Jayhawk Area Agency on Aging, Inc. reserves the sole right to renew said contract annually.
5. **FINANCAL INFORMATION:**

- A. All **OAAIIIB** applicants must provide match dollars, and make known the source of their match dollars. The match share required toward each unit equals 10.526% of the unit cost.

EXAMPLE at \$15.00 cost per unit:

- $\$15.00 \times 10.526\% = \1.578 Match
 $\$15.00 - \$1.58 \text{ Match} = \$13.42$ Federal reimbursement rate per unit.
- To check, Federal unit reimbursement rate divided by 8.5 should equal the match portion of the unit cost. $\$13.42 \div 8.5 = \1.578 . **Match is to be rounded up.**

- B. The federal reimbursement rate to provide OAAIIIB services will be: at the provider unit rate, minus federal required match, minus program income, for each unit of service delivered.

- C. Any applicant contracted with for Older Americans Act Title IIIB services will be responsible for the required matching funds.

- D. Any applicant contracted with JAAA for Older Americans Act services will be responsible for collecting, accounting and reporting to JAAA all Program Income.
6. **LICENSES AND PERMITS:** The contractor will ensure, without expense to the Jayhawk Area Agency on Aging, Inc., that any necessary licenses and permits have been obtained.
 7. **CODES AND REGULATIONS:** All work within the scope of this request shall be completed by the successful bidder to all applicable current prevailing codes and regulations.
 8. **ADDITIONAL SERVICES:** The Jayhawk Area Agency on Aging, Inc. reserves the right to add additional services to this contract with the mutual consent of the contracting parties within the contract period.
 9. **NEGOTIATIONS:** The Jayhawk Area Agency on Aging, Inc. reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.
 10. **PUBLICITY CLAUSE:** Any publicity releases and materials published in connection with the project shall conspicuously acknowledge support of the Jayhawk Area Agency on Aging, Inc and the Kansas Department for Aging and Disability Services.
 11. **OWNERSHIP:** Any work product or deliverable report or data provided to the Jayhawk Area Agency on Aging, Inc. as a result of work performed while under contract shall be considered the property of the Jayhawk Area Agency on Aging, Inc. and may be used in any fashion the Jayhawk Area Agency on Aging, Inc. deems appropriate.
 12. **ELECTRONIC VERSION:** The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Jayhawk Area Agency on Aging, Inc., shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore respondents are cautioned that the hard copy of the bid/RFP on file at the Jayhawk Area Agency on Aging, Inc. governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
 13. Bidders shall be free from any conflicts of interest, K.A.R. 26.3.1.(1)(B).<http://www.kslegislature.org/ksadminregs/26-3-1.html>. Bidder organizations may be either public, not-for-profit or for-profit organizations.
 14. JAAA reserves the right:
 - a. To reject any and all proposals received.
 - b. To reconfigure geographic service sub-areas within PSA-04.
 - c. To select more than one service provider in any geographic service area within PSA-04.
 - d. To verify information submitted by the bidder with independent sources including, but not limited to, government agencies, credit reporting agencies, contractors and clients.
 15. JAYHAWK AREA AGENCY ON AGING REQUEST FOR PROPOSAL TENTATIVE TIMELINE:

Announce RFP	February 1, 2021
Deadline to submit questions	February 17, 2021
DEADLINE TO SUBMIT	March 5, 2021
Interviews	Week of March 29, 2021
AAA Approval	Week of April 19, 2021
Begin Project	October 1, 2021

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

PRODUCER Your Insurance Agency	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Must include applicant meal provider	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PER DAMAGE TO RENTED PREMISES (Ea occurrence) \$ TERMS MED EXP (Any one person) \$ OF PERSONAL & ADV INJURY \$ CONTRACT GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

Sample

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional insured – Jayhawk Area Agency on Aging, Inc., its officers, agents and employees.

CERTIFICATE HOLDER Jayhawk Area Agency on Aging 2910 SW Topeka Blvd Topeka, KS 66611	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL XXXXXXXX 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

A. INTRODUCTION & STATEMENT OF NEED

JAAA is seeking proposals from bidders qualified to provide Legal Assistance for persons 60 years of age and over residing in PSA-04. The service area has an increasing number of older citizens in need of legal services to assist them to remain in their own homes for as long as possible with safety and dignity. Compensation will be paid from Title III-B funds of the Older Americans Act (O.A.A.) and program income.

B. SCOPE OF SERVICES

1. In an effort to further the goals of the Older Americans Act of 1965, as amended, to assist with the independence of older citizens, JAAA wishes to contract with service providers for the purpose of providing Legal Assistance services under the Older Americans Act Services defined as follows:
 - a. Legal Assistance: (1 hour) OAAIIB Service Code LGLA – Provision of legal advice, counseling, representation, community education, and outreach provided by an attorney or other person acting under the supervision of an attorney.
2. The Contractor shall indemnify the AAA against any loss or damage (including attorney's fees and other cost of litigation) caused by negligent acts or omissions of Contractor's agents or employees or subcontractors. The Contractor shall defend any suit against AAA alleging personal injury, sickness or disease arising out of services provided by the Contractor or its subcontractors. The Contractor shall promptly notify the AAA in writing of any claims against the Contractor or AAA, and in the event of a suit being filed.
3. The Contractor shall not advertise, promote, reproduce, or publish any report, information, data, or other documents produced in whole or part pursuant to the terms herein without the prior written consent of AAA.
4. The Contractor and its subcontractors shall not deny any services or otherwise discriminate in the delivery of services to anyone who meets the eligibility criteria for the Older Americans Act Program. Discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, ancestry, physical or mental disability or because such person is a recipient of Federal, State, or local public assistance is prohibited.
5. The Contractor will allow the AAA to conduct field audits of the subcontractors to evaluate adherence to program requirements.
6. The Contractor must report Program Income (customers donations) to the AAA by the 10th of the month following the month donations were received and donations will be used for the expansion of services in accordance with OAA Section 315(b)(4)(E).
7. The Contractor will submit monthly financial reports to the AAA by the 10th of the month following the month services were provided. (see attached financial report form)
8. The Contractor must submit a final financial report to the AAA thirty days following the contract period, (see attached form).

C. MINIMUM SERVICE STANDARDS

1. Staff shall be trained and the curriculum shall include working with older adult citizens and communication skills.
2. Mandatory reporting of any safety or abuse issues to appropriate agencies.
3. Proper documentation of services provided to the customer, time spent, program income received and other records appropriate for quality assurance will follow JAAA procedures when requesting payment for services

delivered.

4. Services provided will meet the definition for that service.
5. Contractor will comply with personnel requirements including employee background checks, etc.
6. Services will not be provided or billed prior to the customer being determined eligible to receive such services.
7. Contractor will comply with all requirements contained in the service contract.
8. Contractor will alert JAAA with any concerns identified for customers served.

D. EVALUATION PROCESS:

The proposals will be evaluated by an Evaluation/Allocations Committee composed usually of Jayhawk Area Agency on Aging, Inc. personnel and members of JAAA Board of Directors and Advisory Council. Members of the Evaluation/Allocations Committee will independently review and rate each proposal based on the listed criteria.

The Jayhawk Area Agency on Aging, Inc.'s RFP process is usually a two-step process. The first step consists of an Evaluation/Allocations Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the following.

Firm Experience performing similar work
Key staff or Firm personnel experience
Responsiveness to the RFP
Applicable resources
Project understanding/approach

(See attached Ranking sheets)

The Evaluation/Allocations Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation/Allocations Committee member will provide a numerical score. Following the tabulation of numerical scores, each member's set of scores will be ordered by JAAA as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Executive Director and the Evaluation/Allocations Committee. In the case where interviews are waived, the firm receiving the lowest choice point total will be selected to begin negotiations with Jayhawk Area Agency on Aging, Inc.

Interviews shall be independently evaluated by each Evaluation/Allocations Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation/Allocations Committee or JAAA prior to opening of proposals.

Following the interviews and addition of interview points to each Allocations Committee member's score sheet, each member's set of scores will be ordered by JAAA as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie, the selected firm will be decided by drawing lots.

Following the interviews the Evaluation/Allocations Committee's intent is to select and/or recommend to the AAA Advisory Council one (1) firm (hereafter referred to as Contractor) to provide the Jayhawk Area Agency on Aging, Inc. the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. JAAA reserves the right to not enter into a contract if a satisfactory proposal is not submitted.

The Evaluation/Allocations Committee members will be asked to comply with the Jayhawk Area Agency on Aging, Inc.'s Conflict of Interest Policy:

- 1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.
- 2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.
- 3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.
- 4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

E. INSTRUCTIONS FOR RESPONDING TO THIS RFP

The attached proposal forms are to be completed as instructed, **one (1) original clearly marked as such and signed with blue ink** returned in response to the RFP. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS.

SAMPLE
PROPOSAL RANKING SHEET

Firm: _____

SCORING GUIDELINES

	<u>35 Point Question</u>	<u>25 Point Question</u>	<u>20 Point Question</u>	<u>10 Point Question</u>
Outstanding	29-35	21-25	17-20	9-10
Exceeds Acceptable	22-28	16-20	13-16	7-8
Acceptable	15-21	11-15	9-12	5-6
Marginal	0-14	0-10	0-8	0-4
			<u>Maximum Points</u>	<u>Score</u>
1. Project Approach:			35	_____
Evaluate the firm’s project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal.				
2. Quality of Similar Work:			20	_____
Consider previous experience listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP?				
3. Firm Personnel:			25	_____
Consider comparable experience and background of the <u>specific</u> personnel that shall be assigned to the Jayhawk Area Agency on Aging, Inc.’s project(s) as outlined in the proposal. Also consider the <u>specific</u> involvement of those persons in projects noted in the proposal.				
4. Overall Responsiveness:			10	_____
Consider whether all requested information was furnished by the firm in the format required by RFP.				
5. Applicable Resources:			10	_____
Evaluate the extent of applicable resources available to the firm to complete Jayhawk Area Agency on Aging, Inc.’s project(s) as listed in the proposal				
			TOTAL POINTS	_____
			RANKING	_____
Ranked By: _____			Date: _____	

.....

The Evaluation/Allocations Committee member above agrees to comply with the Jayhawk Area Agency on Aging, Inc. Conflict of Interest Policy:

- 1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.
- 2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.
- 3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.
- 4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

SAMPLE

INTERVIEW RANKING SHEET

Firm: _____

SCORING GUIDELINES

	<u>35 Point Question</u>	<u>15 Point Question</u>
Outstanding	29-35	12-15
Exceeds Acceptable	22-28	9-11
Acceptable	15-21	6-8
Marginal	0-14	0-5

<u>Maximum Points</u>	<u>Score</u>
-----------------------	--------------

- | | | |
|--|---|---|
| <p>1. Project Approach:</p> <p>Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible? Has the firm demonstrated that they have a good understanding of the proposed type of project(s)?</p> <p>2. Key Staff Members:</p> <p>Based on the proposal/interview consider the involvement and experience of key personnel that will be assigned to the proposed project(s). Evaluate their response to questions, knowledge demonstrated and involvement in discussion.</p> <p>3. Firm Experience:</p> <p>Based on the proposal/interview evaluate the firm's experience with similar projects.</p> <p>4. Staff Utilization:</p> <p>Based upon the proposal/interview and any contact with previous clients of firm determine capability and demonstrated ability to meet schedules and deadlines.</p> | <p>35</p> <p>35</p> <p>15</p> <p>15</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|---|---|

SUBTOTAL POINTS

Ranked By: _____ **Date:** _____

.....

The Evaluation/Allocations Committee member above agrees to comply with the Jayhawk Area Agency on Aging, Inc. Conflict of Interest Policy:

1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.

2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.

3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.

4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS

The following numbered instructions below correspond to the numbers of the questions in the proposal forms.

1. FORM 1: Show name and address of the firm, which is submitting this form for the project.
- 1d. List the name, title, telephone number and email address of that principal who will service as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
- 1e. Give the address of the specific office, which will have responsibility for performing the announced work.
2. Submit a background history about the organization, current service provided and the service standards (500 words or less) that includes Bidder Summary, Bidder Qualifications and Bidder's ability to meet service standards
3. List type of organization; public agency or private non-profit agency or private for-profit agency.
4. List sales tax status of the organization.
5. List the geographic area the bidder serves.
6. FORM 2: The proposal must include an organizational chart detailing the administrative teamwork of the bidder organization and a staffing chart detailing project personnel and the supervisory authority of staff. The submission shall include brief descriptions for each paid and volunteer position shown on the staffing chart.
7. FORM 3: The proposal must include a current list of the governing Board of Directors, designate the leadership positions. If not applicable, please mark Line 1 as N/A.
8. FORM 4: The proposal must include the names and titles of individuals having 'Authority to Sign' documents and make commitments for the agency. This would include individuals who have authority to sign the monthly reports; financial reports/invoices and program reports as required by JAAA.
9. FORM 5: The proposal must include a training plan for personnel involved in the program. The following items should be discussed in detail: (1 page or less)
 - a. Method used to determine the training needs of staff, boards, clients, etc.
 - b. Who is to receive training; boards, staff, clients, volunteers
 - c. Who is to provide training?
 - d. Content of the training, (i.e., working with older adults and communication skills)
 - e. Frequency of the training
 - f. Method for evaluation of the effectiveness of the training
10. FORM 6: Describe the procedures to be utilized to assure quality service is delivered to the customer. The narrative should address the instruments to be used for monitoring and evaluating Quality Assurance.
11. FORM 7: Provide proposed number of units to be provided and the total requested award.
12. FORM 7: Completed forms should be signed by the chief executive officer of the firm. **ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.**
13. Provide a copy of the firms Affirmative Action Plan
14. Provide a copy of the firms Articles of Incorporation, if applicable.

TABLE OF CONTENTS

The following table set forth the specific items to be addressed in your proposal. Respondents must return this page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

	Response Page Number
A. REQUEST FOR PROPOSAL APPLICATION PAGE (cover page)	Page 1
B. TABLE OF CONTENTS: Submit this page and include the appropriate page numbers.	Page 2
C. FORM 1 – BIDDER PROFILE	Page 3
D. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE	Page 4
E. CODE OF CONDUCT ASSURANCE	Page 5
F. REQUEST FOR PROPOSAL AGREEMENTS	Page 6 to 8
G. FORM 2 – ORGANIZATIONAL CHART	Page 9
H. FORM 3 – GOVERNING BOARD OF DIRECTORS	Page 10
I. FORM 4: AUTHORITY TO SIGN	Page 11
J. FORM 5: TRAINING PLAN (This form may be reproduced and attached in sequence if more space is required).	Pages to
K. FORM 6 – QUALITY ASSURANCE PROCEDURES (This form may be reproduced and attached in sequence if more space is required).	Pages to
L. FORM 7 – REQUESTED FUNDING & SIGNATURE	Page
M. Affirmative Action Plan and/or statement	Page
N. Articles of Incorporation, if applicable.	Page

FORM 1 – BIDDER PROFILE

1. Firm Name & Address	1c. Licensed to do business in the State of Kansas ____ yes no ____
	1d. Name, Title, Telephone Number and email address of Principal to Contact
1a. Firm is ____National ____Regional ____Local	1e. Address of office to perform work, if different from item 1
1b. Year Firm Established	
<p>2. Submit a background history about the organization, current service provided and the service standards. (500 words or less) that includes Bidder Summary, Bidder Qualifications and Bidder's ability to meet service standards</p>	
<p>3. List type of organization ____Public Agency____Private Non-Profit Agency____Private For-Profit Agency</p>	
<p>4. List sales tax status of organization: _____Sales tax exempt _____Not sales tax exempt</p>	
<p>5. Geographic area served: Specify counties to be served and list all areas excluded in those counties and reasons they are not served.</p>	

ASSURANCE OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

_____ (hereinafter called the "Applicant").

Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Kansas Department for Aging and Disability Services and/or Jayhawk Area Agency on Aging, Inc. (hereinafter called the "Grantor"), a recipient of federal financial assistance from the Department of Health and Human Services (HHS); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Grantor, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the Grantor or the United States, or both, shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Signature of Authorized Official of the
Bidding Organization

Title

Date

NOTE: This form must be completed by applicants for federal financial assistance from the Kansas Department for Aging and Disability Services and/or Jayhawk Area Agency on Aging, Inc.

KDOA-441

CODE OF CONDUCT ASSURANCE

CODE OF CONDUCT ASSURANCE

The recipient of this award shall develop and maintain a written, signed code or standards of conduct which shall govern the performance of its officers, employees, or agents engaged in awarding and expending federal grant funds. The Standard of Conduct must include the following:

1. The recipient agency's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
2. All persons on the policy-making board and all employees in top management will file signed conflict of interest statements which will set forth any organizational, financial, or familiar relationship with actual or potential providers of services under funds from the Older Americans Act.
3. Persons serving on the Jayhawk Area Agency on Aging advisory council who are also staff or board members of projects being considered by the advisory council will be expected to remain silent in any presentation of those projects and refrain from voting on such projects.
4. Such standard or code shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees, or agents of the recipient agency or by subcontractors or their agents.

Signature of Authorized Official of the
Bidding Organization

Title

Date

NOTE: Above is not the code but merely assures that such a code will be adopted.

REQUEST FOR PROPOSAL AGREEMENTS

The Applicant Agency:

Agrees that the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the regulations and policies and procedures established by the Kansas Department on Aging, and the Area Agency on Aging in making an award of funds.

Agrees that where subcontractors are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Kansas Department on Aging and Area Agency on Aging for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures, and will ensure that all expenditures incurred by the subcontracting agency(ies) will be in accordance with cost policies and procedures established by the Kansas Department on Aging and Area Agency on Aging in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with this application.

Agrees to cooperate with the Area Agency on Aging in its efforts toward developing a comprehensive and coordinated system of services for individuals who are 60 years of age or older by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.

Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project. Costs for such training have been included in the budget developed for the project and submitted as part of this application.

Agrees to actively seek qualified older persons for paid positions on the project. Agrees to make provision for volunteer opportunities for older persons.

Agrees to cooperate and assist in efforts undertaken by the Area Agency on Aging, the Kansas Department on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

Agrees that no personal information obtained from any individual in conjunction with the project shall be publicly disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.

Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency on Aging. Applicant agency agrees to surrender individual's records at the Area Agency on Aging request.

Agrees to keep such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed against such funds.

Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and regulations issued pursuant thereto. Also, further certifies that the applicant agency has no commitments or obligations, which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party, which participate in this project, shall have no such commitments or obligations.

Is cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law or regulations.

All materials published in connection with the project described above shall conspicuously acknowledge the support of the Older Americans Act, the Kansas Department for Aging & Disability Services and the Jayhawk Area Agency on Aging.

That this agreement shall remain in force only as long as federal funds are made available from the Kansas Department for Aging and Disability Services in support of the project as described, and that the agreement may be terminated by either party upon sixty (60) days' notice.

The title and ownership of all property and equipment purchased by the applicant agency with monies awarded by the Area Agency on Aging provided through the Kansas Department for Aging and Disability Services shall be taken in the name of said applicant agency and in event of dissolution, discontinuance, assignation or transfer of said project, activity, program or equipment, the Area Agency on Aging shall have the right to immediate possession of the same and may enter upon the premises where said equipment is located and seize and remove the same and applicant agency agrees to peacefully surrender the same.

Agrees to follow priorities set by the Area Agency on Aging for serving individuals who are 60 years of age or older with the greatest economic or social need with particular attention given to low income older individuals, including low income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas. Understands they may not use a means test.

Agrees to specify how the needs of low-income minority individuals will be satisfied and to serve low-income minority individuals at least in the proportion they represent of the total population in the area served.

Understands that any violation or breach of the approved application may cause immediate withholding, suspension, or termination of federal funds and appropriate administrative or legal action may be taken.

Agrees to develop a system for collection of contributions, which provides each older person with an opportunity to contribute, protects the privacy of each older persons with respect to their contribution, and ensures that neither undue pressure is used to obtain contributions nor are services denied to a person who will not or cannot contribute.

Agrees to report all project income and that it be included and used in an approved budget in the period generated. Agrees that the proper staff persons responsible for the receipt and expenditure of federal funds will be bonded.

Agrees that a physical inventory of property shall be taken every year of project operation to assess the condition of the property and the results reconciled with property records to verify the existence, current utilization, and continued need for the property.

Agrees to develop and implement a control system, which insures adequate safeguards to prevent loss, damage, or theft of the property both during and after federal support of the project.

Agrees to provide adequate maintenance procedures to keep the property in good condition both during and after federal support of the project.

Agrees that in the event of a disaster affecting older persons all resources provided by this grant will be made available to the Jayhawk Area Agency on Aging if requested.

Agrees to provide an affirmative action plan for equal employment opportunity containing specific goals, action steps, and timetables. The affirmative action plan shall be reviewed and updated annually. The Area Agency on Aging will neither approve nor renew grants or contracts to agencies, which do not have an acceptable affirmative action plan. In cases where the project is a public agency, it will establish and

maintain methods of personnel administration, which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the project and shall be made available to the Area Agency on Aging upon request.

Agrees to comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.

Agrees to operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to disabled persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.

Agrees to comply with the provisions and standards contained in Americans with Disabilities Act (A.D.A. - 28 C.F.R. Part 35) and Kansas House Bill No. 2602.

Agrees to establish, make available to customers, and follow a grievance procedure for older individuals who are dissatisfied with or denied services under the Older Americans Act.

Agrees to comply with the following procedure for requests for hearing (appeals) filed by the customers ("older individuals" under the Older Americans Act):

Notice of Action Including Notice of Appeal Rights. Unless otherwise provided for by regulation, appeals of any action proposed or taken by any subgrantee or contracted (including any employee or contractor of either of them) shall be carried out pursuant to K.A.R. 26-4-1 et seq. The Area Agency on Aging shall give persons or entities (including customers, subgrantees, or contracted) directly affected by any Area Agency on Aging action timely notice of action pursuant to K.A.R. 26-4-1 and in the notice of action shall include notice of the right to appeal the action. Subgrantees or contractors are to give customers timely notice of action pursuant to K.A.R. 26-4-1 and to notify customers of their appeal rights in every notice of action.

Subgrantees or contractors, subject to their own appeal rights, to be bound by and comply with the final order, decision, or judgement issued in any appeal by the presiding officer, a hearing panel, the Secretary of Aging, the District Court, or the Kansas appellate court with final jurisdiction in the same manner as is the Subgrantee or Contractor had appeared and defended the action which was appealed.

Signature of authorized official of the applicant organization

Date

(The Jayhawk Area Agency on Aging shall add any additional conditions or assurance it determines to be necessary as part of its agreement.)

FORM 2 – ORGANIZATIONAL CHART

Please include an organizational chart detailing the administrative teamwork of the bidder's organization and a staffing chart detailing project personnel and the supervisory authority of staff. The submission shall include brief descriptions for each paid and volunteer position shown on the staffing chart.

A large, empty rectangular box with a black border, intended for the bidder to submit their organizational and staffing charts. The box occupies most of the page below the instructions.

FORM 3 – GOVERNING BOARD OF DIRECTORS

If applicable, please provide a current list of the Governing Board of Directors, designate the leadership positions.

Name	Address	Leadership Position
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

FORM 4 –AUTHORITY TO SIGN

Please include the names and titles of individuals having 'Authority to Sign' documents and make commitments for the agency. This would include individuals who have authority to sign the monthly reports; financial reports/invoices and program reports as required by JAAA.

Name and Title:	Name and Title:
Project Assignment:	Project Assignment:
Name of firm with which associated:	Name of firm with which associated:
Years experience: With the firm _____ With Other Firms_____	Years experience: With the firm _____ With Other Firms_____
Education: Degree(s)/Year/School/Specialization	Education: Degree(s)/Year/School/Specialization
Active Registration: Year First Registered/Discipline	Active Registration: Year First Registered/Discipline
Other Experience and Qualifications relevant to the proposed project:	Other Experience and Qualifications relevant to the proposed project:

FORM 5 – TRAINING PLAN

The proposal must include a training plan for personnel involved in the program. The following items should be discussed in detail:

- a.** Method used to determine the training needs of staff, boards, clients, etc.
- b.** Who is to receive training; boards, staff, clients, volunteers
- c.** Who is to provide training
- d.** Content of the training, (i.e., working with the older adults and communication skills)
- e.** Frequency of the training
- f.** Method for evaluation of the effectiveness of the training

FORM 6 – QUALITY ASSURANCE PROCEDURES

The bidder should describe the procedures to be utilized to assure quality service is delivered to the customer. The narrative should address the instruments to be used for monitoring and evaluating Quality Assurance. (250 words or less)

FORM 7 – REQUESTED FUNDING FOR & SIGNATURE

Please Submit proposed number of units to be provided, with total requested award.

- All **OAAIIB** bidders must provide match dollars, and make known the source of their match dollars. The match share required toward each unit equals 10.526% of the unit cost.
 EXAMPLE at \$15.00 cost per unit:
 $\$15.00 \times 10.526\% = \1.578 Match
 $\$15.00 - \1.58 Match = \$13.42 Federal reimbursement rate per unit.
- To check, Federal unit reimbursement rate divided by 8.5 should equal the match portion of the unit cost. $\$13.42 \div 8.5 = \1.578 .
Match is to be rounded up.
- The federal reimbursement rate to provide OAAIIB services will be: at the provider unit rate, minus federal required match, minus program income, for each unit of service delivered.
- Any bidder contracted with for Older Americans Act Title IIB service of Legal Assistance will be responsible for the required matching funds.
- Any applicant contracted with JAAA for Older Americans Act services will be responsible for collecting, accounting and reporting to JAAA all Program Income.

Legal Assistance: (1 hour) OAAIIB Service Code LGLA – Provision of legal advice, counseling, representation, community education, and outreach provided by an attorney or other person acting under the supervision of an attorney.

- Submit proposed number of units to be provided _____
- Total requested award _____

Please submit with application; 1) Affirmative Action Plan and/or statement, 2) Articles of Incorporation, if applicable.

The foregoing is a statement of facts.

Date:

Signature _____ Telephone Number: _____

Typed Name and Title: _____

SAMPLE MONTHLY REPORT/INVOICE DUE BY THE 10TH OF THE FOLLOWING MONTH

**Jayhawk Area Agency on Aging
Provider Monthly Payment Summary**

Older Americans Act -Title IIIB

For the Month of October-21

Date Submitted to JAAA _____

Name of Provider:

PROVIDER NAME
PROVIDER ADDRESS
PROVIDER CITY, STATE ZIP
PROVIDER PHONE

	# of Units			Amount
[SERVICE]				
MATCH REQUIRED				
[SERVICE] Units		[RATE]		\$0.00
Less Provider Collected Program Income				\$0.00
Net Total Cost				\$0.00
Less Calculated Match				\$0.00
Title IIIB Earned				\$0.00

\$0.00