

*Public Administrator
Public Guardian
Public Conservator
Area Agency On Aging*



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**REQUEST FOR PROPOSALS
RFP 1017-24**

FOR

**FCSP LEGAL ASSISTANCE SERVICES PROGRAM
(Older Americans Act Title III-E)**

ISSUED BY:

Imperial County Area Agency on Aging

RELEASE DATE:

February 5, 2024

DUE DATE:

March 8, 2024

MAIL RESPONSE TO:

**Imperial County Purchasing Department
Attn.: Rhoda Hoffman
RFP 1017-24 FCSP Legal Assistance Services Program
1125 Main Street
El Centro, CA 92243
442-265-1866**

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BACKGROUND

The November 2000 amendments to the Older Americans Act (OAA) of 1965 created Title III E, the National Family Caregiver Support Program (FCSP). This new program contains five support services: “(1) information to caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregiver in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers” [The Older American Act of 1965 as amended in 2000, Title III, Part E-National Family Caregiver Support Program, Section 373(b)-Support Services; 42 U.S.C. 3030s-1(b)].

I. INTRODUCTION

The Imperial County Area Agency on Aging (ICAAA) has allocated \$20,088 for one award of Title III E Funds to provide Caregiver Legal Assistance (access assistance services) countywide to residents aged 60 years or older. This grant may be used to establish a new project(s) or expand and/or enhance existing services for older persons. ICAAA is requesting proposals from qualified organizations to provide these services. The contract period is from July 1, 2024, to June 30, 2025. Organizations wishing to compete for award of these funds must submit a letter of intent by no later than Wednesday, February 21, 2024, and an application response to this REQUEST FOR PROPOSALS (RFP) **no later than 2:00 p.m. on Friday, March 8, 2024.**

Applicants must complete and submit the grant application form, budget, and all attachments necessary to complete the proposal package. Ten (10) stapled copies with **authorized signatures** on each proposal are required. Four (4) of the packets must have ORIGINAL signatures. Do not bind or cover applications.

A. Receipt of Grant Application

All proposals must be received in the office of the Purchasing Agent at the Imperial County Purchasing Department **no later than 2:00 p.m., on Friday, March 8, 2024. Proposals received after this time and date, or grant applications received by facsimile will not be considered for grant funding.**

B. Eligible Applicants

Any public, private non-profit, or private for-profit incorporated organization may apply. Before contracts may be awarded to private-for-profit organizations, the ICAAA must receive the approval of the California Department of Aging (CDA).

C. Availability of Funds

A grant award of \$20,088 of Title III E Funds is available for a twelve-month period beginning July 1, 2024, and ending June 30, 2025.

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The sources of these funds are Title III-E Family Caregiver Support Program (FCSP) of the Older Americans Act and the State of California.

Availability of funds is contingent upon the receipt of federal and state monies and approval of the Updated Area Plan on Aging by the Imperial County Board of Supervisors and the California Department of Aging. **Applicants are required to match any grant funds awarded with a minimum of 25% of the award. Matching Contributions mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. The required minimum program match contribution for Title III-E is 25 percent.**

Contracts granted as a result of this RFP may be renegotiated to provide service during FY 2025-2026, FY 2026-2027, and FY 2027-2028. Applicants should also be aware that all proposals submitted as a result of this RFP may be renegotiated for any funding additions or deletions the ICAAA may receive during FY 2024-2025.

To comply with agency policy, the ICAAA reserves the right to reject all grant applications. Additionally, the ICAAA reserves the right to fund more than one project. No grant will be made for less than \$5,000.

If a proposal is selected for funding, the selected proposal shall be made part of the contract. The ICAAA may negotiate modification after the bid/proposal has been selected to assure that all necessary program requirements are covered before the contract is signed.

D. Insurance

1. Prior to commencement of any work under a contract resulting from a grant award, and during the term of said contract, the Contractor hereby agrees at its own cost and expense to procure and maintain during the term of this Agreement, and any extended term thereof, commercial general liability insurance (bodily injury and property damage) and professional liability insurance in a sum acceptable to the County and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:
 - a) General liability of not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b) Professional liability (Errors & Omissions) of not less than \$2,000,000.
 - c) Worker's Compensation, Coverage A Statutory
 - d) Automobile liability (Owned, Hired, & Non-Owned Vehicles) of not less than \$1,000,000 per accident for bodily injury and property damage.

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- e) If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - i. \$750,000 if seating capacity is under 8
 - ii. \$1,500,000 if seating capacity is 8 – 15
 - iii. \$5,000,000 if seating capacity is over 15

Unless otherwise amended by future regulation.

- 2. Special Insurance Requirements. All insurance required under paragraph 1 shall:
 - a) Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
 - b) Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
 - c) Name COUNTY as an additional insured on all policies, except Workers' Compensation, and Errors and Omissions and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR's negligence.
 - d) State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
 - e) Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.
- 3. County Evidence of insurance shall be in a form and content acceptable to the County. Insurance obtained through commercial carriers shall meet the following requirements:
 - a) The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 - b) The Certificate of Insurance shall provide the statement: "The County of Imperial, the Imperial County Area Agency on Aging, its Advisory Council, and its officers, agents, employees, and servants, Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insures, with respect to work performed for the State of California and/or the County of Imperial under this Agreement." Professional liability coverage is exempt from this requirement.
 - c) The County and the California Department of Aging shall be named as the certificate holder and the following addresses must be listed on the certificate:

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IC Area Agency on Aging (ICAAA)
778 W. State Street
El Centro, CA 92243

California Department of Aging (CDA)
2880 Gateway Oaks Dr., Suite 200
Sacramento, CA 95833

- d) Be primary coverage as respects County and any insurance or self- insurance maintained by County shall be in excess of Contractor's insurance coverage and shall not contribute to it.

4. Additional Insurance Requirements.

- a) Complete copies of certificates of insurance for all required coverages including additional insured endorsements and 30-day notice of cancellation clause endorsements shall be attached to agreement.
- b) COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.
- c) Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance coverage, for example, excess professional malpractice insurance coverage, during the term of this Agreement as may be required, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to the County of Imperial, Human Resources/Risk Management, 940 W. Main Street, Suite 101, El Centro, CA 92243, and County of Imperial, Behavioral Health Services Department, 202 N. Eighth Street, Suite 232, El Centro, CA 92243.
- d) The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
 - i. Includes contractual liability;
 - ii. Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
 - iii. Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage;
 - iv. Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
 - v. Includes COUNTY as additional insured;
 - vi. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
- e) Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

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- f) Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.
 - g) The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the County the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the County and the Department may, in addition to any other remedies it may have, terminate this Agreement.
 - h) The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, and not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
 - i) The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700). Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." This certification will be included in the Agreement and signature of the Agreement shall constitute signing and filing of the certificate. CONTRACTOR understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning work on the Project. If Contractor has no employees, Contractor will be required to initial a statement indicating that there are no employees.
5. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

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E. Project Self-Sufficiency

The policy of the ICAAA is to encourage, to the extent possible, the project self-sufficiency of its grantees. Applicants should show how their projects will be supported by non-Older Americans Act funds and by volunteers. This is commonly known as "project match." Proposals with high levels of project match will maximize scores under the "Cost effectiveness of the proposer's service" evaluation criteria. It is advisable to show as much project match in your budget as can be documented. Additional matches may be described in a budget narrative.

F. Evaluation and Selection Process

Service providers are required to make a presentation to the Evaluation Panel that may be composed of members/alternates of the ICAAA Advisory Council, staff from the Imperial County Public Administrator/Area Agency on Aging Office, and one or more consultants. Service providers must be prepared to answer ad-hoc questions about their proposal and provide additional information as requested.

The Evaluation Panel will use the following evaluation criteria:

Qualifications of proposer's personnel	10
Proposer's experience	10
Enhancement of existing service program	20
Adequacy of the service, plan, or methodology	15
Adequacy of the proposer's facilities and resources	15
Cost effectiveness of the proposer's services	15
Comparability of the proposal to the objectives specified in this RFP	<u>15</u>
TOTAL POSSIBLE SCORE	100

The Evaluation Panel reserves the right to provide additional scoring for exceptional responses. For example, proposals with high levels of project match will maximize scores under the "Cost effectiveness of the proposer's service" evaluation criteria.

Recommendations for a contract award will be submitted by the Evaluation Panel to the Executive Committee. The Committee's recommendation will then be forwarded to the full ICAAA Advisory Council, which in turn will submit its recommendation to the Imperial County Board of Supervisors (BOS) for final consideration and approval. The BOS is the final decision maker on the ICAAA's awarding of contracts.

G. Appeals and Protests

Grant award decisions made by the Imperial County Board of Supervisors may be appealed or protested. Appeals and protests must be received in writing by the Purchasing Agent at the Imperial County Purchasing within fifteen (15) days of the announcement of the grant, award.

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H. General Agreement

By signing a contract with the ICAAA, an applicant agrees to abide by all federal and state rules and regulations governing this program. These include but are not limited to the applicable provisions of the Older Americans Act; Older Californians Act; the Civil Rights Act; the Rehabilitation Act - Sections 503-504; federal regulations including 45 CFR 74; OMB circular; and the Title III Policies and Procedures Manual.

I. Availability of Other Information

The ICAAA's Policies and Procedures Manual, and the CDA's Title III Program Manual, grantee reporting and assessment procedures, and other information are available for review at Imperial County Public Administrator/Area Agency on Aging office.

J. RFP Conditions

In issuing this RFP, there is no implied obligation for the ICAAA to procure any of the services being reviewed. By submitting a proposal, each service provider agrees that any and all costs incurred in responding to this RFP are to be borne by the service provider.

Service providers are expected to examine the RFP requirements and instructions carefully. Any statement made by a service provider in its proposal concerning any cost component, including, but not limited to implementation, personnel, equipment, transportation, training, etc. will be considered to form part of any contract which may be entered into with the selected service provider(s). Errors, including calculation errors, shall be at the service provider's risk.

Costs quoted within a service provider's proposal shall be valid for the duration of the potential four (4) year contract period.

In the event of a service provider's error in its cost calculations, quoted costs shall prevail if the discrepancy is not corrected prior to the proposal due date of March 8, 2024. Additionally, modifications to a service provider's proposal already received by the ICAAA will be considered only if the modification is received prior to the deadline for receipt of proposals. All modifications shall be made in writing, signed, and submitted in the same form and manner as the original proposal. Telephone modifications shall not be considered.

The ICAAA reserves the right to reject all proposals. Additionally, ICAAA reserves the right to contract with multiple service providers for the services requested in this RFP.

If a proposal is selected for funding, the terms of the proposal will become part of the contract [See Appendix A]. Insofar as funding is contingent upon receipt of federal and state dollars, the ICAAA reserves the right to request at any time that the contract for services be revised to reflect funding realities. The ICAAA also reserves the right to approve or request changes to the type and number of units, and the number of unduplicated clients presented in any proposal, either prior to contracting or after contract approval in the form of contingencies. The ICAAA's approval of these items, or request for change, will

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depend on the type and the stage of development of the service as presented, on cost-effectiveness, and on the total evaluation of the Program.

K. Award Process Timetable

Dates listed below are estimates only. The ICAAA reserves the right to change or postpone dates as necessary. Notice of any date change or postponement will be posted on the Imperial County Purchasing Department website (<https://purchasing.imperialcounty.org/>).

February 5, 2024	Release of RFP
February 14, 2024	Technical Assistance Workshops
February 14 – February 21, 2024	RFP Questions Accepted
February 21, 2024	Letter of Intent Due to Imperial County Purchasing Department
March 1, 2024	AAA deadline to respond to RFP Questions
March 8, 2024 (2:00 p.m.)	Proposals Due
March 13 and 14, 2024	Service Provider Presentations
April 18, 2024	Evaluation Panel Recommendation to ICAAA Advisory Council
May 14, 2024	Board of Supervisors Action to Award
May 28, 2024	Appeal/Protest Deadline
June 1, 2024	Contract Award Finalized
July 1, 2024	Service Contract Start Day

Service providers wanting to compete for funding must submit a letter of intent by no later than Wednesday, February 21, 2024, and a proposal responsive to this RFP **no later than 2:00 p.m. on Friday, March 8, 2024. Proposals received after this time and date will not be considered or returned.**

Ten (10) stapled copies with **authorized signatures** on each proposal are required. Four (4) of the proposals must have ORIGINAL signatures. Do not bind or cover proposals. Expensive bindings, colored displays, promotion materials, etc., are neither necessary nor desired. Emphasis should be on conformance with the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Service providers must submit their proposal with all requested information, exhibits, attachments, etc. **Incomplete proposals will not be considered or returned.**

Letters of intent and proposals should be mailed to:

Imperial County Purchasing Department
Attn.: Rhoda Hoffman
RFP 1017-24 FCSP Legal Assistance Services Program
1125 W. Main Street
El Centro, CA 92243

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L. RFP Questions and Technical Assistance Workshop

Interested service providers may need additional information from the ICAAA about this RFP, including technical requirements for contracting with the ICAAA. A Technical Assistance Workshop will be held on February 14, 2024, at 2:00 p.m. at the Imperial County Area Agency on Aging Office, 778 W. State Street, Additional RFP Questions will be accepted between February 14 - February 21, 2024. Responses to questions will be emailed to all Proposers.

Service provider attendance is RECOMMENDED.

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II. MINIMUM REQUIREMENTS

Applicants should be aware of the following minimum program requirements before submitting proposals. Any agency awarded a contract by the Imperial County Board of Supervisors will be responsible for meeting these requirements. Priority: Section 373(c)(2) requires that in providing services to a family caregiver, or a grandparent or older individual who is a relative caregiver, the applicant shall give priority of services to:

- Target projects to benefit older individuals in the greatest social and economic needs using the following reporting definitions:
 1. Greatest Social Need - A senior is in greatest social need if her/his need is caused by non-economic factors that include physical and mental disabilities, language barriers, and cultural, social or geographical isolation caused by racial or ethnic status (A few examples are Older Adults who are Holocaust Survivors, Native American, Recent Refugees, or LGBTQ) that restrict an individual's ability to perform normal daily tasks or that threaten his or her capacity to live independently.
 2. Greatest Economic Need – A senior is in greatest economic need if the person is 60 years of age or older and their income level is at or below the poverty threshold established by the U. S. Census Bureau.
- Provide a service for, and open to, caregivers of care recipients age 60 years or older who meet eligibility criteria (please reference Definitions Specific to Title III E)
- Not charge a fee nor deny a person service because of income or resources;
- Provide clients with the opportunity for confidential voluntary or other form of contributions to defray service costs;
- Have procedures for obtaining clients' evaluation of services they receive;
- Coordinate with other agencies to avoid duplication of effort;
- Assure that any funds applied for will not be used to replace funds from other sources;
- Be fully operational within 30 days of grant award;
- Report monthly, and/or as requested, as to the projects fiscal and programmatic status.
- Minimum Number of Service Units
 - **Caregiver Legal Assistance: 51 Units (Unit= 1 Contact)**
 - **Community Education-Information Services: 6 Units (Unit= 1 Activity)**

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III. SCOPE OF SERVICES

A. Program Definition:

The Older Americans Act (OAA) seeks to enable older individuals to maintain their well-being through locally developed community-based systems of services. The OAA Title III E Family Caregiver Support Program (FCSP) provides a variety of services to address the needs of informal, unpaid family caregivers. The Program provides services to (1) informal caregivers of older adults; and (2) older relative caregivers (who are 55 years of age and older), with primary caregiving responsibilities for a child or individuals with a disability. Caregiver Legal Assistance is an FCSP Access Assistance Service involving one-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving related legal issues.

1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374.
2. **Eligible Service Population** for Title III E means:
 - a. Adult family members or other informal caregivers age 18 and older providing care to individuals age 60 and older.
 - b. Adult family member or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer’s disease and related disorders.
 - c. Older relatives (not parents) age 55 and older providing care to children under the age of 18.
 - d. Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities.
3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. “Family Caregiver” is used interchangeably with “informal caregiver”. “Informal” means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

The broader term “Caregiver” as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

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4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
 - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability;
 - b. 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
 - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally.
5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:
 - a. Self-care,
 - b. Receptive and expressive language,
 - c. Learning,
 - d. Mobility,
 - e. Self-direction,
 - f. Capacity for Independent Living,
 - g. Economic self-sufficiency,
 - h. Cognitive functioning, and
 - i. Emotional adjustment.

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8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

B. Program Funding:

A total of \$20,088 for one award of Title III E Funds to provide Caregiver Legal Assistance (Access Assistance Services) Program countywide to residents age 60 years or older. Legal services consist of legal representation by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the California State Bar. This grant may be used to establish a new project(s) or expand and/or enhance existing services.

Grantees must meet all requirements applicable to the receipt of these federal and state funds.

C. Program Direction:

The Imperial County Area Agency on Aging is seeking services to maintain or improve the physical and social well-being of eligible older people through the provision of Caregiver Legal Assistance Program Services throughout Imperial County.

The ICAAA will award one FCSP grant to a provider who will:

- Provide service on a countywide basis;
- Maintain present level service to current clients who continue to need such service;
- Provide a high quality, participant-endorsed service;
- Actively seek and outreach to low-income and minority elderly;
- Generate volunteer involvement in the appropriate services;
- Coordinate outreach and service delivery to seniors currently not served.

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Funds made available for Title III E shall supplement, funds may not be used to supplant any federal, State, or local funds expended by the State or unit of general purpose local government, including Imperial County Area Agency on Aging, to provide Title III E services.

E. Program and Units of Service

All ICAAA grantees are required to participate in the Older Americans Act Performance System (OAAPS) using the SAMS/WellSky reporting system. Applicants will complete the information requested for all grant-related costs and activities in terms of the program and units of service identified in the RFP. Grantees may provide services other than those listed and reported in the program information provided.

The ICAAA reserves the right to approve or request changes to the type and number of units, and the number of unduplicated clients presented in any proposal, either prior to contracting, or after contract approval in the form of contingencies.

The ICAAA approval of these items, or request for change, will depend on the type and the stage of development of the service as presented, on cost-effectiveness, and on the total evaluation of the project.

<u>PROGRAM:</u>	Caregiver Legal Assistance – Title III E FCSP
<u>GOAL:</u>	To provide eligible Caregivers with legal information, advice, counseling, administrative and judicial representation either directly by or under direct supervision of a member of the California State Bar, in order to ensure that their rights and entitlements are secure.
<u>RATIONALE:</u>	Provision of legal services for caregivers, although not mandated, is a necessary service. ICAAA supports this through the Family Caregiver Support Programs Services funding category. Caregivers have a need to legal advice to assure that their rights and legal needs are met, but quite often caregivers do not have the time or resources to consult with a private attorney. Caregivers will have access to legal information, advice, counseling, and judicial representation through the ICAAA Caregiver Legal Assistance Program, in order to ensure that their rights and legal needs are met. The legal program does not handle fee-generating cases that would result in a large cash settlement.

For purposes of this RFP, at a minimum, the units of service shall be to provide for caregiver legal assistance, with the funds allocated and budgeted by funding source. Any additional services will also need to be tied to a funding source, whether they are federal funding, cash match / in-kind match, or any other funding source. All cash funds and in-kind contributions must be budgeted separately by service category / funding source in the service provider budgets. Please reference the attached budget form. Please reference the budget form (See Appendix B).

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MINIMUM UNITS OF SERVICE:

- 51 Caregiver Legal Assistance: Provider will provide a total of 92 hours of legal advice, counseling and other representation by an attorney or other person acting under the supervision of an attorney to approximately 51 eligible caregivers. (Unit=1 Contact)
- 6 Community Education: Provider will participate in a minimum of 6 Community Education activities, two (2) in conjunction with the ICAAA Information and Assistance InfoVan. (Unit=1 Activity)

Caregivers to be Served: 51

For examples of qualifying activities (per [CDA Service Category Dictionary](https://www.cda.ca.gov/service-category-dictionary/)), see DEFINITIONS section on page 13. (Link to CDA Service Category Dictionary: <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zYVluwocgk52g%3D%3D>)

F. Fiscal Reporting Requirements

The fiscal reporting system for Title III E will consist of budgets, monthly reporting forms, and closeouts. For those applicants intending to automate the Title III E fiscal reports, the budget and monthly reporting forms are available in Excel 4.0 spreadsheet format.

REMINDER: Under this grant, funds may not be used to supplant existing staff hours; however, funds may be used to extend staff hours or add additional staff.

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VENDOR HEREBY REPRESENTS AND WARRANTS THAT THE INDIVIDUAL SIGNING THE REQUEST FOR QUALIFICATIONS IS DULY AUTHORIZED TO EXECUTE AND DELIVER THE PROPOSAL AND AGREEMENT ATTACHED.

Print Signatory Name and Title

Signature

Applicant Name

Address

Phone Number

Date

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APPENDIX A
SAMPLE SERVICE PROVIDER AGREEMENT

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of County and the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding County and Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the County and the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless County and the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The County and the State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination County and the State may proceed with the work in any manner deemed proper by County and the State. All costs to County and the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County and the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to

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qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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Appendix B - Budget Forms

EXHIBIT B.1

PLANNING AND SERVICE AREA 24
 CONTRACTORS BUDGET
 CONTRACT #:

Program: III-E Crgvr Legal
 Fiscal Year: 2024-2025
 Date: 7/1/24-6/30/25
 Period: 12 Months

Budget Summary

Contractor Name:				[X] Original [] Revision No.-->{ }			
Section "A"				Section "C" -- MATCHING			
COST CATEGORIES	Total Budget Amount	cash/ In-kind	Amount Budgeted Breakdown	(enter) Line 9: Total Costs	•	0	
				(-) Line 10: Program Income	•	0	
				(-) Line 11: Non-Matching	•	0	
				(=) Net Costs	•	0	
				(X) factor	•	25%	
1. Personnel (+)	0	cash	0	(=) Minimum Matching Requirement	•	0	
		In-kind	0	Section "D" -- NON MATCHING CONTRIBUTIONS			
2. Staff Travel (+)	0	cash	0	SOURCE	CASH	IN-KIND	TOTAL
		In-kind	0	1. Program Income	-		-
3. Staff Training (+)	0	cash	0	2.			-
		In-kind	0	3.			-
4. Equipment (+)	0	cash	0	4.			-
		In-kind	0	5.			-
5. Consultants (+)	0	cash	0	6.			-
		In-kind	0	TOTAL	-	-	-
6. Other Costs (+)	0	cash	0	Section "E" -- MATCHING CONTRIBUTIONS			
		In-kind	0	SOURCE	CASH	IN-KIND	TOTAL
7. Total Direct Costs (+)	0	cash	0	1. General Funds	-		-
		In-kind	0	2. Law Students/Attys			
8. Indirect Costs (+)	0	cash	0	3.			
		In-kind	0	4.			
9. TOTAL COSTS (+)	0	cash	0	5.			
		In-kind	0	6.			
Section "B"				TOTAL	-	-	-
FUNDING BY SOURCE	Total Budget Amount	cash/ In-kind	Amount Budgeted Breakdown	Section "F" -- TITLE III/VII AAA GRANT DOLLARS			
				SOURCE	STATE	FEDERAL	TOTAL
10. Program Income (+)	0	cash	0	1. III E CRGVR LEGAL		20,088	20,088
		In-kind	0	2.			
11. Non-Matching (+)	0	cash	0	3.			
		In-kind	0	4.			
12. Matching (+)	0	cash	0	5.			
		In-kind	0	6.			
13. Grant Funds (+)	20,088	cash	20,088	7.			
		In-kind	0	8.			
14. TOTAL FUNDING (+)	20,088	cash	20,088	TOTAL	-	20,088	20,088
		In-kind	0				

20,088

Approved By (Agency): _____

Approved By (AAA): _____

Public Administrator
 Approval/Amendments: _____

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EXHIBIT B.2

Provider:
ORIGINAL [X] REVISION NO. []

Title IIIIE

Program:	IIIE Crgvr Legal
Fiscal Year:	2024-2025
Date:	7/1/24-6/30/25
Period:	12 Months

CASH				CASH MATCH		IN KIND MATCH	
Description/Wages	%	Access Legal	Information Services Community Ed	Access Legal	Information Services Community Ed	Access Legal	Information Services Community Ed
Staff Attorney (.15 FTE)							
Program Assistant (.05 FTE)							
Executive Director (.01 FTE)							
Director of Legal Services (.02 FTE)							
Controller (.02 FTE)							
Law Students/Attorney							
Payroll Taxes & Benefits							
Other - OTO							
Sub Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CASH				CASH MATCH		IN KIND MATCH	
Description/Other Costs	%	Access Legal	Information Services Community Ed	Access Legal	Information Services Community Ed	Access Legal	Information Services Community Ed
Sams FY 22-23							
Supplies							
Equipment Rent & Maintenance							
Telephone							
Rent & Utilities							
Membership/Dues							
Library/Payroll/Contracted Services							
Insurance							
Audit							
Travel		0.00					
Sub Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CASH				CASH MATCH		IN KIND MATCH	
Indirect Costs		Access Legal	Information Services Community Ed	Access Legal	Information Services Community Ed	Access Legal	Information Services Community Ed
Federally Approved Rate							
Indirect Cost Rate (Max 10%)							
Sub Total		0.00	0.00	0.00	0.00	0.00	0.00

PROGRAM INCOME							
-----------------------	--	--	--	--	--	--	--

Totals per Column	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Total of All Expenditures		
Federal Allocation Cash		0.00
Cash Match		0.00
In Kind Match		0.00
Program Income (Cash)		0.00
Total:		0.00

Approved By (Agency) & Date _____

Approved By (AAA) & Date _____

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EXHIBIT B.3

PROVIDER:

PLANNING AND SERVICE AREA 24

CONTRACTORS BUDGET

CONTRACT #:

Program: **IIIE Crqvr Legal**

Fiscal Year: **2024-2025**

Date: **7/1/24-6/30/25**

Period: **12 Months**

Fund Source & Service	
----------------------------------	--

Equipment Budget Worksheet

The items below represent a partial list of equipment that may very well be a part of the overall operational system of your organization in delivering this program. Please consider these areas and itemize the cost amounts in detailed fashion as they appear on Line 4 (Equipment) on the Budget Summary, page 1.

For PURCHASE /RETURN OF FUNDS AND EQUIPMENT, please refer to your contract

Equipment Over \$500	Cash \$	Cash Match \$	In-Kind Match \$	Total \$
1.	-			-
2.	-			-
3.	-			-
4.	-			-
5.	-			-
6.	-			-
7.	-			-
8.	-			-
9.	-			-
Total Other Costs (Budget Summary, Line 6)	-			-

Equipment Under \$500	Cash \$	Cash Match \$	In-Kind Match \$	Total \$
1.	0			-
2.	-			-
3.	-			-
4.	-			-
5.	0			-
6.				
7.				
7.				
8.				
Total Indirect (Budget Summary, Line 6)	0			0

Approved By (Agency): _____

Approved By (AAA): _____