



Request for Proposals (RFP)

FY 2019-2024

Adult Protective Services

AgeSmart Community Resources
2365 Country Rd.
Belleville, IL 62221
(618) 222-2561

	DUE
Mandatory Letter of Intent	February 23, 2018
Proposals	March 30, 2018

Funding is received from the U.S. Administration for Community Living and the Illinois Department on Aging under the Older Americans Act. AgeSmart Community Resources does not discriminate in admission to programs or activities in compliance with the Illinois Human Rights Act, the U.S. Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act, the Age Discrimination in Employment Act, and the U.S. and Illinois Constitutions. If you feel you have been discriminated against, you have the right to file a complaint with the Illinois Department on Aging. For information, call 1-800-252-8966, or contact AgeSmart Community Resources at (618) 222-2561.

Section I. General Information

A. AgeSmart Community Resources

In accordance with the Older American's Act of 1965 and associated regulations, AgeSmart Community Resources (AgeSmart) is designated by the Illinois Department on Aging as the Area Agency on Aging for the seven-county region in Southwestern Illinois that consists of Bond, Clinton, Madison, Monroe, Randolph, St. Clair, and Washington counties. AgeSmart is responsible for administering federal and state-funded programs and services for individuals age 60 and older and their family caregivers in the region.

AgeSmart was established in 1974 as a 501(C) (3) not-for-profit corporation to serve the older adults living in Southwestern Illinois. Governed by a volunteer Board of Directors and counseled by an Advisory Council comprised of older adults and community representatives, AgeSmart identifies the concerns of older adults and those who care for them, develops and implements programs to meet their needs, and advocates for necessary resources.

AgeSmart develops a three year comprehensive plan (Area Plan on Aging), which is reviewed annually. The Area Plan provides detailed information about the growing population aged 60 years and over in the seven-county region and establishes service needs and funding priorities. AgeSmart is guided by the Area Plan to fund a network of local community-based service providers, working to bring resources and service options to older adults and their caregivers throughout the region.

B. Adult Protective Services

The Adult Protective Service Program, under the authority of the Elder Abuse and Neglect Act (320 ILCS 20/1 et seq.), responds to reports of alleged abuse, neglect or financial exploitation of persons 60 years of age and older and adults with disabilities between the ages of 18 and 59. The program provides investigation, intervention and follow-up services to victims.

The Illinois Department on Aging (IDoA) is responsible for overall management of the APS program. AgeSmart, as a Regional Administrative Agency for APS, administers the program locally including designating a provider agency.

The purpose of this RFP is to designate a provider agency to serve AgeSmart's planning and service area that is comprised of Bond, Clinton, Madison, Monroe, Randolph, St. Clair, and Washington counties.

C. Eligible Applicants

This is a competitive process open to the public. Not-for-profit agencies are preferred. AgeSmart is specifically interested in receiving proposals from organizations with

previous or current experience in providing abuse intervention or case management on behalf of older adults, adults with disabilities, or other vulnerable populations. Applicants must be able to serve **all seven counties**.

The successful applicant will be based primarily upon an evaluation of a written application submitted to AgeSmart from this RFP. AgeSmart reserves the right, however, to consider other factors such as an applicant's: financial resources, management structure/stability, past performance of AgeSmart funded services, past performance of other grant funded services, etc. AgeSmart also has the right to deny any application and to make all final decisions relative to contract award and any special contract conditions.

As a designated Adult Protective Service Provider Agency, the applicant will be required to adhere to all standards and procedures as outlined by AgeSmart. In addition, the applicant will be required to adhere to all procedures and standards as defined in the IDoA's Adult Protective Services Standards and Procedures Manual which can be downloaded from www.AgeSmart.org

Illinois Adult Protective Services Act and related laws can be found at https://www.illinois.gov/aging/Resources/NewsAndPublications/Publications/Documents/APS_Act.pdf

D. Grant Period

Contracts awarded as a result of this RFP will be effective July 1, 2018 through June 30, 2019. The designation of the successful applicant as the provider agency may be extended for up to six (6) additional fiscal years if there has been satisfactory performance. Grant extension decisions are solely those of AgeSmart.

E. Rates of Reimbursement

The Illinois Department on Aging (IDoA) has established a fixed rate of reimbursement for Adult Protective Service provider agencies.

Rates of Payment

A. Abuse, Neglect and/or Exploitation Assessments	\$521.00
B. Case Work	\$526.00
C. Follow-up	\$134.00/month

Rates are subject to adjustment by IDoA.

F. Technical Assistance

All questions regarding the RFP should be directed to RFP@AgeSmart.org. Written questions should include the inquirer's name, organization, and phone number. Applicants will also have an opportunity to ask questions at the Bidders' Conference.

Bidders' Conference

Friday, March 2, 2018 9:00 a.m.

RSVP by Wednesday, February 28, 2018 4:00 p.m. to RFP@AgeSmart.org with a subject: Bidders Conference RSVP

Attendance to the Bidders' Conference is not mandatory.

Section II. Application Requirements

A Letter of Intent is a mandatory requirement to submit an application and is to be submitted via email to RFP@AgeSmart.org by **February 23, 2018**. Failure to submit a Letter of Intent by the deadline specified may result in the rejection of the application.

The complete application packet **must be submitted by 4 p.m., March 30, 2018**. The Applicant may **not** use staples, three-ring binders, folders, covers or rings to bind the contents. Please **use binder clips**.

The complete application packet should consist of the following items:

- Application Cover Page
- Application Narrative
- Attachments

As this program is reimbursed according to a set rate determined by activity performed, there is no budget required as part of this application.

A. Application Cover Page

1. Download the Application Cover Page from www.AgeSmart.org.
2. Complete the Cover Page, print it out and sign.

Submit one cover page with original signature and one (1) photocopy.

B. Application Narrative

Use Arial, 12-point font and 1 inch margins. Submit two (2) copies of Application Narrative. Questions must be answered in the same order as they are provided maintaining the format.

C. Attachments

One set of the attachments listed below must be submitted with the application.

- Organizational Chart
- By-laws
- Tax status Letter
- Job descriptions/resumes of staff who will be involved in proposed service

- Current listing of Board of Directors
- Most recent financial audit
- Most recent IRS 990 or 990-T Form or other appropriate tax form as filed with the IRS
- Assurances - Two (2) copies with original signatures
- A minimum of three Letters of Recommendation

D. Applicant Criteria

The Applicant shall:

1. Have adequate financial resources to perform the grant provisions or the ability to obtain them as required for performance.
2. Meet the performance or delivery schedule of the grant;
3. Have a satisfactory record of performance in delivery of services or in meeting AgeSmart Programmatic and/or Fiscal reporting requirements, if the Applicant is a prior grant award recipient;
4. Have a satisfactory record of integrity in business dealings with beneficiaries and other businesses/organizations;
5. Be qualified to receive a grant award under applicable laws and regulations set forth in AgeSmart Policy 02.401. (located on AgeSmart website)
6. Have on-site, fully operational FAX, Internet, E-mail, and telephone services (including answering machines/service) with the expertise to operate such systems during stated business hours;
7. Be informed that ALL reports must be filed electronically;
8. Be informed that all Grantees shall adhere to AgeSmart requests for compliance with the Grant Accountability and Transparency Act (GATA)

Section III. Evaluation of Applications

A. Selection Criteria

1. Previous Programmatic Experience

Applicants should demonstrate knowledge of the populations addressed in this RFP as well as the resources available. Demonstrated experience with abuse, neglect or exploitation, especially that involving older adults and persons with disabilities should be highlighted. Evidence of such successful programs should be included. AgeSmart will take into consideration past performance and monitoring reports involving applicant.

2. Administrative/Fiscal Capacity and Experience

Applicants must demonstrate the level of resources and expertise to manage the proposed program. Expertise of current staff and the staffing plan for the APS, supervising and program monitoring experience and capacity will also be reviewed, as well as its ability to report in a timely fashion.

3. Program Design

Applicants must demonstrate that their proposed program design and administrative features are specifically tailored to the target population and meet the IDoA's APS Standards and Procedures Manual.

4. Organizational Capacity

Applicants must indicate the level of resources and expertise to manage the proposed program. This includes the organization's fiscal, technological, and administrative capabilities.

B. Preferences

Preference is given to an applicant organization that:

1. Has had a previous AgeSmart grant and provided excellent service (EXCELLENT SERVICE: quality service that meets all service guidelines and meets or exceeds projected units and persons served while maintaining fiscal and operational responsibility, does not have a history of probationary status and strives to serve those with greatest social and economic needs.);
2. Is a currently funded Applicant that:
 - a. has submitted timely and accurate reporting;
 - b. does not have audit findings;
 - c. met AgeSmart program and fiscal standards in the last monitoring;
3. Has a history of providing the proposed service in the service area;
4. Is focused on serving those with greatest social and economic needs.
5. Is a minority provider (MINORITY PROVIDER: a not-for-profit organization whose controlling Board is at least 51% minority individuals, or a business concern that is at least 51% owned by one or more individuals who are either African American, Hispanic origin, American Indian/Native Alaskan/Native Hawaiian, Asian American/Pacific Islander, or a publicly owned business having at least 51% of its stock owned by one or more minority individuals and having its management and daily business controlled by one or more minority individuals.)

C. Review of Applications

1. Application will be considered reviewable, if it:
 - a. arrived on time, no later than 4 p.m., March 30, 2018;
 - b. meets application standards as stated in this RFP;
 - c. contains all appropriate signatures and attachments.

Application and all accompanying documents must be typed, legible, and complete using the provided cover page and the required format for program narrative. Applications which do not meet these criteria will be deemed unresponsive and will not be considered. Appeals will not be considered for unresponsive applications.

Any grant application received after 4:00 p.m. on March 30, 2018, shall not be considered. AgeSmart is not responsible for grant applications that are lost, misdirected or late due to the U.S. Postal Service or any other delivery company. Dates and/or times applied by the Postal Service or other delivery company will not be considered as proof of receipt by AgeSmart.

The Applicant's Board of Directors Chairman or appropriate corporate officer, who has the authority to commit the Applicant organization to legal financial responsibility, must sign the grant application. If someone else signs the grant application, it must be accompanied with a letter of authorization to sign the document and thereby commits the Applicant organization to the financial responsibilities incurred, if a grant is awarded to the Applicant. Any grant application not in compliance with this requirement will not be further examined by AgeSmart and will be rejected outright.

The receipt of a Grant Application package does not commit AgeSmart Community Resources (hereafter referred to as AgeSmart) to make an award. All costs incurred in the preparation of a grant application must be borne by the Applicant. The Board of Directors of AgeSmart reserves the right to *reject* any or all grant applications.

2. Application may be considered ineligible, if:
 - a. the application does not meet the minimum requirements;
 - b. the Applicant has filed for bankruptcy under Chapter 7 of the U.S. Bankruptcy Code or other applicable law, code, or rule;
 - c. the Applicant has an outstanding audit exception with the Federal Government, State of Illinois, or AgeSmart (An outstanding audit exception is an exception for which the Applicant has exhausted all

- administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.);
- d. the Applicant is otherwise ineligible to receive funding from the Federal or State government.
3. Each reviewable application will be discussed and reviewed by an AgeSmart Review Panel. In the event of the absence of one or more members of the Review Panel, the CEO may designate a replacement for that person or persons. Each participant will sign a confidentiality statement.
 4. If a member of the Review Panel has a conflict of interest within a particular service area, the member is disqualified from reviewing any application(s) or any competing application(s) for service in that service area. He or she shall not participate in, or remain present, during the review of that application(s) or competing application(s) for service.
 5. The Review Panel as a group, or individually will numerically score each reviewable application using the review instrument.
 6. The Review Panel will review and discuss each application and determine a consensus score. The applications with the highest scores will be recommended for funding to the Board of Directors.
 7. The Board of Directors shall review and take final action (approve/disapprove) on the recommendation.
 8. By the submission of the signed grant applications, the Applicant affirms that they are fiscally sound and/or can obtain financial resources sufficient to perform the terms of their grants, if awarded. AgeSmart reserves the right to require documentation of such fiscal stability before awarding grants, this includes a review of financial polices/procedures and internal controls.
 9. AgeSmart reserves the right to accept any or all bids received, to negotiate with all qualified Applicants, to cancel in part or in its entirety specifications, if it is in AgeSmart's best interest to do so. AgeSmart may require the Applicant to participate in negotiations and may require the Applicant to rewrite the proposed application as may be agreed upon during the negotiations.
 10. AgeSmart reserves the right to withdraw the request for grant applications at any time and may not award a grant.
 11. AgeSmart reserves the right to extend the deadline for submission of grant applications should such action be in the best interest of AgeSmart and its beneficiaries.

D. Awarding of Grant

1. AgeSmart, at its option, may work with an Applicant to revise the Grant Application to align with AgeSmart priorities and goals and to negotiate regarding service delivery.
2. After the evaluation of grant applications has been completed and AgeSmart's Board of Directors has awarded grants, AgeSmart will notify each Applicant in writing of the acceptance or rejection of their grant application after the April 19, 2018, Board of Directors' meeting.
3. An award may be made to a for-profit organization only with prior approval of the Illinois Department on Aging.
4. Grant awarded as a result of this RFP will be effective July 1, 2018 through June 30, 2019. The designation of the successful applicant as the provider agency may be extended for up to six (6) additional fiscal years if there has been satisfactory performance.

Conditional Approval:

Grant applications may be approved with additional requirements or conditions when AgeSmart deems it is in the best interest of AgeSmart and the target population.

Section IV. Grantor/Grantee Relationship

1. Once the grant is awarded, the grant application will be incorporated into the Grantee agreement and work plan for FY19, and should the grant be extended, it will form the basis for the grant extensions in FY20.
2. The terms and conditions of a grant award between AgeSmart and the Grantee will include, but are not limited to, the following provisions:
 - a. the grant may be terminated by either party, without cause, upon thirty (30) days written notice;
 - b. the grant application may be revised during the term of the grant, after careful review that includes information gathered during monitoring reviews;
 - c. the grant application and subsequent grant, should one be awarded, shall not be subcontracted.
3. AgeSmart may terminate the grant based on any default by the Grantee. Termination for cause may result if the Grantee fails to adhere to the requirements and the applicable policies/procedures of the U.S. Administration for Community Living, the Illinois Department on Aging, or AgeSmart.

Termination may also result, if the Grantee secures the grant or obtains benefits for the Grantee or any other person or entity through:

- a. means of a false statement or representation;
 - b. means of concealment of any material fact;
 - c. any fraudulent scheme or device; and/or
 - d. Obtaining or attempting to obtain payments under the grant to which the Grantee, client, or others were either not entitled, or in an amount greater than was due.
4. AgeSmart may terminate any grant if, for any reason, including circumstances beyond the control of the Grantee, the Grantee is unable to continue providing the service in a manner consistent with all 1.) State regulations, 2.) Federal regulations, and/or 3.) the applicable policies and procedures of AgeSmart and the provisions of the grant (including commitments made in the grant application). The grant may also be terminated by dissolution of a corporate Grantee, bankruptcy assignments for the benefits of creditors, or for any other similar reason.
 5. Upon termination, the Grantee shall be paid for all work satisfactorily completed up to and including the date of termination, pending any outstanding obligations in accordance with the grant agreement.
 6. AgeSmart and its Board of Directors, officers, agents, and employees shall be held harmless by the Grantee for:
 - a. Worker's Compensation Insurance to protect the Grantee from any liability under the Worker's Compensation Act, as a result of any Grantee activity;
 - b. any liability for the employees of the Grantee becoming unemployed;
 - c. any health benefits provided to employees of the Grantee; and/or
 - d. any and all liabilities, demands, claims, damages, suits, costs, fees and expenses incident thereto for injuries or deaths to persons and of loss of, damage to, or destruction of property because of the Grantee's negligence, intentional acts, or omissions. In the event of any demand or claim, AgeSmart will notify the Grantee and may elect to defend any claim against AgeSmart, its Board of Directors, officers, agents, and employees, and bill the Grantee for any costs incurred.
 7. The Grantee agrees to host AgeSmart's CEO or designee at a meeting of the Grantee's Board of Directors, if requested by the Grantee or AgeSmart.
 8. The Grantee understands that copies of the Quarterly Management Letter and any other documents deemed appropriate by AgeSmart may be copied to the Chairman of the Grantee's Board of Directors or other appropriate party.

9. All Grantees must maintain general liability insurance sufficient to protect them and assure the on-going solvency of the Grantee organization.
10. AgeSmart shall not pay any costs incurred in the preparation of a grant application.
11. AgeSmart's commitment and priority is to serve beneficiaries with the greatest social and economic needs with emphasis on low-income minority beneficiaries. Census and statistical data on beneficiary population in the specified service areas will be utilized by AgeSmart to determine the location of beneficiaries with the greatest economic and social needs.
12. AgeSmart stipulates that preference in grant awards will be given to those Applicants who demonstrate willingness and ability to serve beneficiaries with the greatest economic and social needs with particular attention to low-income minority individuals and Native Americans.

Greatest Economic Needs are defined as the needs resulting from an income level at or below the poverty threshold established by the most recent information available through the Census Bureau.

Greatest Social Needs are defined as the needs caused by noneconomic factors which include physical and mental disabilities; language barriers; and cultural, social, or geographic isolation, including isolation caused by racial or ethnic status, that restricts the ability of an individual to perform normal daily tasks; or threatens the capacity of the individual to live independently.
13. AgeSmart shall, if requested, provide technical assistance to Grantees on targeting services to beneficiaries with the greatest social and economic need.
14. AgeSmart reserves the right to enter into a cooperative agreement, instead of a grant, if AgeSmart feels that substantial involvement by AgeSmart is necessary to best serve beneficiaries.

Definitions of Grants and Cooperative Agreements used are from Public Law 95-224 – February 3, 1978. *Grants* Section 5: Each executive agency [in this case AgeSmart] shall use a type of grant agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient [in this case the Grantee] whenever – (1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient [Grantee] in order to accomplish a public purpose of support or stimulation authorized by Federal statute [Older Americans Act], rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit of use of the Federal Government; and (2) no substantial involvement is anticipated between the executive agency [AgeSmart], acting for the Federal Government, and the State or local government or other recipient [Grantee] during performance of the contemplated activity.

Cooperative Agreements Section 6: Each executive agency [in this case AgeSmart] shall use a type of cooperative agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient [in this case the Grantee] whenever – (1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient [Grantee] to

accomplish a public purpose of support or stimulation authorized by Federal statute [Older Americans Act], rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit of use of the Federal Government; and (2) substantial involvement is anticipated between the executive agency [AgeSmart], acting for the Federal Government, and the State or local government or other recipient [Grantee] during performance of the contemplated activity.

15. The partnership between AgeSmart and its Grantees can have powerful marketing and fundraising results for all. In particular, we believe that co-branding is critical to the success of the network. Your RFP Grant Agreement with AgeSmart says that you agree to display the AgeSmart brand or brands to ensure a unified and consistent identification of the relationship between your organization and AgeSmart.

Grantees will use the AgeSmart logo on facilities, webpages, newsletters and brochures. All logo and branding standards will be made available after the grant is awarded. Along with branding the following statement must be used by successful grant Applicants:

Funding for Grantee is received from the United States Administration for Community Living, the Illinois Department on Aging and AgeSmart Community Resources. Grantee does not discriminate in admission to programs or activities or treatment of employment in programs or activities in compliance with appropriate State and Federal Statutes. If you feel you have been discriminated against, you have the right to file a complaint with AgeSmart Community Resources by calling 618-222-2561.

16. Grantees shall develop written policies and procedures which assure compliance with appropriate laws, regulations, standards, policies and procedures. During a compliance review, a Grantee must produce a copy of its policies and procedures.
17. Grantees shall treat all personal information from consumers as confidential, in locked receptacles and are prohibited from releasing such information without documented oral or written consent, unless requested by AgeSmart. If requested by AgeSmart, the information will be kept confidential pursuant to AgeSmart Policy. Beneficiary confidentiality may be superseded in exceptional situations such as a court order or when it is necessary to protect the health or well being of the beneficiary or others. HIPAA (Health Insurance Portability & Accountability Act of 1996) guidelines shall be followed as appropriate.
18. If Grantee performance is found to be lacking in quality and/or not meeting service delivery expectations:
 - The Grantee may be put on probation which may include substantial involvement with AgeSmart to improve service;
 - The Grantee may have their grant changed to a Cooperative Agreement;
 - The Grantee may be suspended; and/or
 - The Grantee may be terminated.

19. AgeSmart expects open communication with Grantees to best serve the beneficiaries in the Planning and Service Area (PSA), therefore, it is the expectation that AgeSmart be notified should circumstances arise that would endanger or seriously affect the program. Failure to communicate such circumstances would be considered a breach of trust and could result in severe sanctions and potentially the termination of the grant.
20. Applicants must submit Audits, Financial Reports, Program Reports, and other reports as may be required by AgeSmart, the Illinois Department on Aging, or the U.S. Administration for Community Living.
21. All Grantees shall comply with the Illinois Department on Aging and AgeSmart requirements for audits.
22. AgeSmart has the responsibility to ensure that all Grantees receiving Older Americans Act (Federal) and General Revenue Funds (State) funding operate in compliance with the Federal, State, and AgeSmart conditions of their grant awards. As a result, AgeSmart shall monitor Grantees and conduct quarterly monitoring reviews to determine that Grantees are operating in accordance with applicable program and fiscal performances standards.