

Request for Proposals
Fiscal Year 2023, 2024, and 2025
Title III B, C-1, C-2 Services Coversheet

Legal Name of Organization	Lexington-Fayette Urban County Government		
Address	200 East Main Street, Lexington, KY 40507		
Program Contact Person	Kristina Stambaugh	E-Mail	kstambau@lexingtonky.gov
Fiscal Contact Person	Kimberly Jackson	E-Mail	kjackson1@lexingtonky.gov
Phone Number	859-278-6072	Fax	859-277-4843
Website Address	www.lexingtonky.gov		

Legal Form of Organization
Check Designation

Non-Profit		Community Based Organization	
For-Profit		Faith Based Organization (Nonprofit)	
Other (Describe Legal Existence: Inc., LLC, Partnership etc.)		Government	X

Federal Tax ID #	61-0858140	KY State Tax ID #	CT34100
------------------	------------	-------------------	---------

Geographic Area To Be Served
Check Designation

Anderson		Bourbon		Boyle		Clark		Estill	
Fayette	X	Franklin		Garrard		Harrison		Jessamine	
Lincoln		Madison		Mercer		Nicholas		Powell	
Scott		Woodford							

Program Applying For
Check Designation

	Title III B, C-1, C-2		Fayette County C-1, C-2 Meal Delivery Only		Fayette County Title IIIB
--	-----------------------	--	--	--	---------------------------------

Linda Gorton

Mayor

Name of Authorized Official

Title

Signature of Authorized Official

Date

TITLE III SERVICES
FUNDING SUMMARY
ANTICIPATED FUNDING TO SUPPORT SERVICES
FY 2023

Complete the following information that will provide an overall summary funding available to support proposed services funded, in part, by BGADD. Organizations are cautioned to only represent the resources that may be used to support the proposed service. This information is not intended to be a representation of all funding your organization receives to operate (all programs and services). It is intended to represent all parties and resources that will support the proposed effort.

Funding Source	Amount FY 2023	Service Funded to Support Effort
BGADD Funding		
Applicant Resources		
Other:		
Other:		
Total Funding Available		

Note: Identify if there are special provisions to a source of funding that would require use of funds for special purposes only. Example: funding source requires entity to use grant for senior transportation for medical transportation only.

Signature of Authorized Official

Date

RESOURCES USED FOR SERVICE MATCH FORM
FY 2023

Title III RESOURCES USED FOR MATCH

Source of Match (Who provides income)	Items of Match and Service (Describe what it is)	Program Income	Local Cash	Local In-Kind
Total Program Income				
Total Local Cash				
Total Local In-Kind				

I certify that all items of match included in this budget have been reviewed and have determined these items appear to be allowable according to Federal and State laws and regulations. Also, providers of match are made aware of Federal and State laws and regulations regarding match and have certified that their match is allowable. See previous information related to cash match.

Signature of Authorized Representative

Date

Bluegrass Area Agency on Aging
and
Independent Living

Certification Of Assurances and Compliance With General Provision

Bulleted items are requirements of all organizations awarded a contract.

By submission of a proposal, the applicant agrees, if awarded, to the following provisions:

- Continuation as a provider of services is contingent upon satisfactory performance of services.
- The organization understands that more than one agency may be awarded a contract for service delivery. The agency is not assured of a specific amount of units or funding.
- The organization will provide BGADD with a certificate of insurance for public liability insurance, automobile liability, workers compensation, property insurance, and when applicable, volunteer insurance.
- A fidelity bond will be properly executed. The bond shall be sufficient to cover maximum sums handled quarterly under the contract with BGADD. **Please attach a copy of your agency's current fidelity bond as an attachment to the proposal.**
- Applicants receiving State or Federal funds through the Department for Aging and Independent Living Services will complete a financial and compliance audit in accordance with state requirements.
- The applicant will collect, account for and expend Program Income in accordance with 2CFR, Part 200, and other pertinent law and regulation.
- The price(s) negotiated will remain as funded through June 30, 2025, contingent upon continued availability of funding and delivery of services as contracted.
- The applicant possesses the legal authority to apply for the contract. As appropriate, the organization certifies that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application to provide such additional information as may be required.
- The applicant agrees to assure compliance with the applicable Federal and State Laws, regulations, BGADD policies and procedures and the executed contract to be realized if awarded funds to operate proposed services.

- The applicant agrees to adhere to appropriate federal and/or state guidelines pursuant to the program of services for which the contract is awarded, particularly, the Older Americans Act of 1965 as Amended in 2006, and its regulations. Kentucky Administrative Regulations pertaining to aging services.
- The applicant agrees to adhere to the *BGADD Policy and Procedures* and fire, health safety, sanitation standards prescribed in law or regulation, and the Kentucky Department of Aging and Independent Living.
- The applicant is solely responsible for outreach and recruitment, of employees for all services.
- The services shall be available throughout the contract year(s) and provided in a manner consistent with provisions of State and or Federal Regulations and as applicable, the Older Americans Act.
- Comply with all provisions of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) in providing services to older handicapped individuals.
- Comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, religion, sex or national origin, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal and state financial assistance and will immediately take any measures necessary to effectuate this agreement.
- Comply with the provisions of the Federal Fair Labor Standards Act.
- Comply with the requirements that safeguards be established to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- Assure maintenance of such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the contract, including the disposition of all monies received from BGADD and the nature and amount of all charges claimed to be against such funds.
- Assure the maintenance of records and reports as outlined by *BGADD*. Reports shall be submitted in a format prescribed by BGADD if awarded a contract.
- The organization agrees to participate with BGADD in the gathering of uniform statistical data regarding services delivered through all funded services.
- Assure that BGADD and the Kentucky Department of Aging and Independent Living (DAIL) and representatives will be permitted to conduct formal monitoring. Client, personnel, financial, and service delivery records will be monitored.

- Assure that BGADD, the Commonwealth and/or authorized representatives shall have access to and the right to examine all financial and programmatic records, books, papers or documents related to this program at any time during the contract period and such records will be available for review until three years after all matters pertaining to the contract (i.e. audit, settlement of audit exceptions, disputes) are resolved in accordance with the applicable federal and/or state laws. Participant records, either randomly selected or those filing a grievance, may be visited by DAIL or BGADD staff as part of the monitoring process.
- Assure that a mechanism exists for providing a backup in the event staff assigned to provide services are unable to work.
- Assure that each older person will be given an opportunity to voluntarily contribute to the cost of the service.
- Assures that it will follow the federal, state, and local procurement laws, regulations, policies and procedures as pertaining to this program.
- Assure that formal complaint procedures are available for applicants/participants of services in accordance with policies and procedures of BGADD.
- Assure that a client satisfaction survey will be completed to obtain the views of participants about the services requested or received, and a summary report submitted to BGADD by the 31st of April during the contract period.
- Assure that personal information obtained from individuals in conjunction with the project shall not be disclosed in any form identifying the individual without written consent of the individual concerned.
- Assure that a procedure will be developed for monitoring the services to ensure those appropriate services are delivered in a timely manner. This procedure must have prior approval by the BGADD/AAAIL and must be implemented by the end of the first quarter of the current contract period
- Assure that the organization will employ and train persons in the administration and delivery of the applicable services. Assurance that the delivery of service shall be only by staff and volunteers trained to deliver those services. New staff shall receive an orientation and shall be trained prior to assuming responsibilities or receive on-the-job training from qualified agency staff. Existing staff shall receive training on job-related topics at minimum of once per year.
- Assure that a Criminal Records check will be completed for all staff, both paid and voluntary in compliance with KRS 216.785, 216.787, and 216.793 Criminal Records Check and required background screenings.
- Assure compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.1857 (h), Section 508 of the Clean Air Act 1368), Executive Order 11738, and environmental Protection Agency regulations (40 CFR Part 15). This applies to contracts in excess of \$100,000.

- Assure compliance with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, 342. These statutes relate to the state sales and use tax, corporate and utility tax, wages and hours laws, occupational and safety and health laws, unemployment insurance laws, and workers' compensation insurance laws.
- The applicant assures that neither it nor its principals and or/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Assures that the organization will comply with the computer hardware and software standards described in this proposal and have employed sufficiently trained staff to operate computer software applications.
- Assures that the organizational audit has not identified questioned cost(s) in the last three (3) years or if identified, all questioned costs have been appropriately resolved. Provide an explanation of questioned costs and resolution to the findings as a part of this application.
- Assure that priority for services is given to those elderly who are of greatest economic and social need, older minority persons, frail elderly, rural elderly, older individuals with severe disabilities, older person with limited English speaking ability, caregivers of older persons with Alzheimer's or related disorders and Older Native Americans.
- Assure that any changes occurring with an approved bid be submitted to BGADD within a 30-day period.
- Service provider must assure that the director or designated staff person will attend Aging Advisory Council Meetings.
- Assure that service provider will meet as needed with the BGADD staff and Assessment/Case Management team to guarantee service needs are met, discuss concerns and other items deemed necessary for the provision and coordination of services.
- Assure that if awarded the proposal, your agency will develop and implement a plan that your agency staff will follow during weather related emergencies and submit to BGADD for review and approval.
- Assure that all HIPPA laws (Health Insurance Portability and Accountability Act of 1996) and the BGADD Policies and Procedures pertaining to HIPPA will be followed.

Signature of Authorized Official

Date

PROHIBITED EMPLOYEE AND VOLUNTEER ACTIVITIES

Agencies receiving funds for any service shall clearly prohibit their staff and volunteers from involvement in any of the following activities:

- Direct service employees shall not be accompanied in the home of the client. The only exceptions are the service provider's supervisory or training personnel or BGADD personnel.
- Employees/volunteers shall not seek or accept personal gifts and/or favors from a client. Staff shall not purchase items from participants.
- Employees/volunteers shall not operate a client's personal vehicle.
- Employees/volunteers shall not borrow money or personal property from a client.
- Employees/volunteers shall not loan money to nor accept money from or on behalf of a client.
- Employees/volunteers shall not consume or take client's belongings.
- Employees/volunteers shall not charge BGADD programs for time spent on political activities nor shall they discuss their political views or try to influence the views of clients or participants.
- Employees/volunteers shall not be under the influence of intoxicating beverages, drug(s) or chemicals, other than those prescribed for the employee by a licensed physician, while acting on behalf of a BGADD program.
- Employees/volunteers shall not transport a client using BGADD funds without program authorization.
- Employees/volunteers shall not perform financial management for a client including, but not limited to, completing tax returns, transacting banking business, balancing check books, issuing and/or cashing personal checks, acting under a power of attorney, or selling and/or buying personal and/or real property, unless specifically funded or approved by BGADD.
- Employees/volunteers shall not accept payment for services performed for a client that would normally be provided as a family member (such as receiving payment from a service provider for providing respite services to your parent).
- Employees/volunteers shall not violate client confidentiality by divulging client specific information.
- Employees/volunteers shall not propose and/or participate in any sexual activity with a client.
- Employees/volunteers shall not take part or have an interest in any award of any client referral or other client transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the employee or their immediate family member has a financial or other interest in any of the competing firms.

- Employees/volunteers shall not commit theft of a client's belongings, including prescription drugs.
- Employees shall not administer prescription or over-the-counter medication to a client.

With the exception of Licensed Home Health Agencies and Adult Day Health Models (prescribed in 902 KRS 20:066), the following procedures shall not be performed:

- Employees shall not administer oral prescription medications or apply topical prescription medications.
- Employees shall not perform tasks that require sterile technique.
- Employees shall not administer irrigation fluids to intravenous lines, foley catheters or ostomies, or enemas.
- Employees shall not administer food or fluids via feeding tubes.
- Employees shall not engage in the treatment of open wounds for clients.

Signature of Authorized Official

Date

TERMS AND CONDITIONS FOR OFFICAL APPLICATION

Terms and Conditions: It is understood and agreed by the undersigned that:

1. Funds contracted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedure of this state and the Administration for Community Living of the US Department of Health and Human Services.
2. Any changes in this proposal must be submitted in writing by the applicant and after approval by the Bluegrass Area Development District/ Area Agency on Aging & Independent Living shall be deemed incorporated into and becomes a part of this agreement.
3. The Assurance of Civil Rights Compliance applies to this proposal when approved.
4. Funds awarded by the Bluegrass Area Development District/ Area Agency on Aging & Independent Living may be terminated at any time for violation of any terms and requirements of this agreement.

Name and Title of individual authorized to commit applicant organization to this agreement.

Signature

Mayor _____

Title

_____ **Date**

**BLUEGRASS AREA DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
FY 2023, 2024, 2025**

Official Name of Agency Lexington-Fayette Urban County Government

Name & Title of Contact Person Kristina Stambaugh, Program Administrator for Aging Services and Independent Living

Address of Agency 200 East Main Street

Lexington, KY 40507

IRS ID # 61-08585140

Telephone # 859-278-6072

The applicant certifies by signing this proposal that no officer, employee or other representative of the applicant, including persons who were without salary or other payment for their services, either directly or indirectly, received assistance from any officer, employee, or appointee of the Cabinet with completion and development of the application being submitted for the aforementioned services. The signee further agrees that the Area Development District shall reject said application if such communication has transpired.

Signature

Mayor

Title

Date

This page must be completed and attached to the proposal. Failure to do so shall result in the rejection of your proposal.