REQUEST FOR PROPOSALS (RFP)
for
THE PROVISION OF LEGAL ASSISTANCE SERVICES FOR SENIORS

Issued by:
CITY OF CHICAGO
(The Department of Family and Support Services)
On
September 8, 2016

All proposals shall be submitted via the Cyber Grants system to:

Alexandra Cooney
Deputy Commissioner of Senior Services
Department of Family and Support Services
1615 West Chicago Avenue, 2nd Floor
Chicago, Illinois 60622

The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&amp;x_proposal_type_id=42948

PROPOSALS MUST BE RECEIVED NO LATER THAN
12:00, Noon CENTRAL TIME ON Friday, September 23, 2016

Lisa Morrison Butler
Commissioner
Department of Family and Support Services

Rahm Emanuel
Mayor
City of Chicago
Table of Contents

Section I - Invitation
A. Purpose of the RFP........................................................................................................... 3
B. Geographic Designation................................................................................................... 3
C. Background....................................................................................................................... 3
D. Brief History of the Older American Act........................................................................ 4
E. Anticipated Term of Contract and Funding Source(s)..................................................... 5
F. Rate of Reimbursement...................................................................................................... 5
G. Eligible Respondents......................................................................................................... 6

Section II - RFP and Submission Information
A. Pre-Proposal Webinar ....................................................................................................... 6
B. Contact Person .................................................................................................................. 7
C. Timeline............................................................................................................................. 7

Section III – Scope of Services
A. Program Design .............................................................................................................. 7
B. Service Delivery................................................................................................................ 8
C. Reporting and Record Keeping......................................................................................... 12

Section IV – Evaluation and Selection Procedures
A. Evaluation Process........................................................................................................... 13
B. General Selection Criteria............................................................................................... 14
C. Project Location and Accessibility to People with Disabilities................................. 15

Section V – Legal and Submittal Requirements
A. City of Chicago Economic Disclosure Statement (EDS)............................................... 15
B. Disclosures of Litigation and Economic Interests............................................................. 15
C. Grant Agreement Obligations............................................................................................ 16
D. Funding Authority............................................................................................................ 16
E. Insurance Requirements................................................................................................. 16
F. Indemnity.......................................................................................................................... 16
G. False Statements.............................................................................................................. 18
H. Compliance with Laws, Statutes, Ordinances and Executive Orders............................ 19

Attachments
A. Legal Issue Areas............................................................................................................ 24
B. Definition of Services....................................................................................................... 25
SECTION I. Invitation

A. Purpose of the RFP
The Department of Family and Support Services (DFSS) is seeking proposals from qualified organizations for the provision of “Legal Assistance Services for Seniors”. Legal Assistance Services are defined as; the protection and advancement of legal rights and interests of older persons in non-criminal legal matters such as public entitlement, housing, healthcare, guardianship, consumer fraud, employment, family law, and property interests. The program will defend seniors, older Americans and older individuals over 60 years of age from age and other forms of discrimination, as well as protection from abuse, exploitation, coercion and violations of such acts as the Nursing Home Reform Act and the American’s with Disabilities Act. The program will not handle fee generating cases such as Personal Injury or Workman’s Compensation. Additionally, the program is designed to provide older individuals legal assistance and other counseling services and assistance, including tax counseling and assistance, financial counseling, reverse mortgage and foreclosure counseling, and counseling regarding appropriate health and life insurance coverage; representation of individuals who are wards (or are allegedly incapacitated; and in guardianship proceedings) if other adequate representation is unavailable in the proceedings; and provision, to older individuals who provide uncompensated care to their adult children with disabilities, of counseling to assist such older individuals with permanency planning for such children.

The awarded respondent will respond to all older persons and/or their informal caregivers, priority will be given to those with greatest economic and/or social need (e.g., low-income individuals that are institutionalized, isolated or homebound or those that are being abused or neglected) by providing effective and quality legal services, free of charge. Respondent will provide legal services in accordance with the Older American’s Act see link below. These services include, but are not limited to; legal assessment, legal counseling, brief services, legal and social service referral and coordination, representation before judicial, administrative and legislative bodies, and community education and outreach.

B. Geographic Designations
DFSS will designate one legal assistance provider agency in the City of Chicago. This respondent will be responsible for legal assistance services for the entire city.

C. Background
As the City of Chicago’s primary social services provider and administrator, the Department of Family and Support Services (DFSS)’s mission is to:

*Work with community partners, we connect Chicago residents and families to resources that build stability, support their well-being, and empower them to thrive.*

To that end DFSS administers resources and provides assistance and support to a network of 370 community-based organizations. For seniors, DFSS operates as the City’s Area Agency on Aging and administers a variety of programs designed to address the diverse spectrum of needs and
interests of older Chicagoans. DFSS operates six Regional Senior Centers that operate as community focal points for information, assessment as well as providing health, fitness, education and recreational programming. DFSS also partners with non-profit groups to operate an additional 15 satellite senior centers which operate in a similar manner. Other programs for seniors operated by DFSS include: Benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Heavy Duty Chore Assistance; Housing Relocation Assistance; Senior Employment and Volunteer Program; Ombudsman, Case Management Services, Caregiver Support, and assistance for Older Relatives Raising Children.

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website: www.cityofchicago.org/fss

D. Brief History of the Older Americans Act
The Older Americans Act was originally signed into law by President Lyndon B. Johnson on July 14, 1965. In addition to creating the Administration on Aging, it authorized grants to states for community planning and services programs, as well as for research, demonstration and training projects in the field of aging. Later amendments to the Act added grants to Area Agencies on Aging for local needs identification, planning, and funding of services, including but not limited to nutrition programs in the community as well as for those who are homebound; programs which serve Native American elders; services targeted at low-income minority elders; health promotion and disease prevention activities; in-home services for frail elders, and those services which protect the rights of older persons such as the long term care ombudsman program.

The Older Americans Act of 1965 (Public Law 89–73), as amended through P.L. 109-365, (enacted October 17, 2006), was designed “in keeping with the traditional American concept of the inherent dignity of the individual in our democratic society, the older people of our Nation are entitled to, and it is the joint and several duty and responsibility of the governments of the United States, of the several States and their political subdivisions, and of Indian tribes to assist our older people to secure equal opportunity to the full and free enjoyment of the following objectives:

- An adequate income in retirement in accordance with the American standard of living.
- Obtaining and maintaining suitable housing, independently selected, designed and located with reference to special needs and available at costs which older citizens can afford.
- Opportunity for employment with no discriminatory personnel practices because of age.
- Retirement in health, honor, dignity—after years of contribution to the economy.
- Participating in and contributing to meaningful activity within the widest range of civic, cultural, educational and training and recreational opportunities.
- Initiative in planning and managing their own lives, full participation in the planning and operation of community-based services and programs provided for their benefit and protection against abuse, neglect, and exploitation.
E. Anticipated Term of Contract and Funding Source(s)

This initiative is administered by the Department of Family and Support Services through funding received from the Illinois Department on Aging. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the State of Illinois and the U.S. Administration on Aging, Department of Health and Human Services must be met. Federal, and state funds may be used to support this program during the contract term contemplated under this RFP. Selected respondent will be required to comply with all laws, regulations, policies and procedures imposed by funding sources. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

A delegate agency agreement award will be made for an one year period, October 1, 2016 through September 30, 2017 based on need, availability of funds, federal program regulation and design, and delegate agency performance, DFSS may extend this term for up to two additional one-year periods.

The extension option is contingent upon successful performance of the program and services provided, and upon availability of funds. Should the initial respondent’s contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of respondents generated from this RFP to select another qualified respondent.

Delegate Agency should be aware that payment for services by the City will be made on a reimbursement basis. Delegate agency should not plan to receive their first payment until up to 60 days after the execution of the delegate agreement. **Respondent must be able to proceed with program operations upon award notification.**

The Department of Family and Support Services anticipates awarding one contract totaling $115,488 per year.

F. Rate of Reimbursement

Funds will be paid through a line-item reimbursement. Proper documentation of service delivery, using the required reporting tools, is required. A minimum annual level of service for the first year is 2,800 hours. DFSS reserves the right to select any payment structure that is in the City’s best interest.

Funding is subject to the availability of funds and on Illinois Department on Aging’s approval of DFSS’s Older Americans Act-Area Plan for the City of Chicago. Respondents may seek funding up to $115,488 for the first year. Second and third fiscal years funding will be dependent upon successful evaluation of the program and services and upon availability of funds.
G. Eligible Respondents
This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. Ideally, respondents will be organized for the delivery of legal assistance, or a private law firm, private attorney or social service agency which has an identifiable legal assistance component independent from the agency (a unit within the agency that is supervised by an attorney). All respondents must be authorized to do business in the State of Illinois and all attorneys working within this program must be licensed to practice in Illinois by the Attorney Registration & Disciplinary Commission (ARDC).

Respondent whose existing contracts with DFSS are not in good standing will not be considered for a contract. Agencies not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

DFSS is specifically interested in receiving proposals from organizations with previous or current experience in providing legal assistance services on behalf of older adults or other vulnerable populations such as older individuals with children with disabilities.

II. RFP and Submission Information
The due date for submission of proposals is:

September 23, 2016, 12:00 Noon.

Respondents are required to submit an application via our Cyber Grants system. Cyber Grants can be accessed via a link on the DFSS website where you downloaded this RPF or by going to this address:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=42948

A. Pre-Proposal Webinar
A Pre-Proposal Webinar will be held on:

September 15, 2016, 10:00 AM -11:30 AM
Please register prior to the webinar’s start using this link:

https://attendee.gotowebinar.com/register/8335912598641746689

A link to the completed Webinar will be available on-line at the DFSS website after the time and date listed above for those who cannot attend at the live scheduled time. Please register prior to the Webinar’s start.
B. Contact Person Information
Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail. For answers to program-related questions please contact:

Barbara Brun: Barbara.Brun@cityofchicago.org.

All other questions regarding the administrative aspects of this RFP may be directed to: Julia Talbot: jtalbot@cityofchicago.org.

C. Timeline

<table>
<thead>
<tr>
<th><strong>Proposal Release Date:</strong></th>
<th>September 6, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-submittal Webinar:</strong></td>
<td>September 15, 2016</td>
</tr>
<tr>
<td><strong>Proposal Due:</strong></td>
<td>September 23, 2016</td>
</tr>
<tr>
<td><strong>Anticipated Contract Start Date:</strong></td>
<td>October 1, 2016</td>
</tr>
</tbody>
</table>

Section III. Scope of Services

DFSS proposes to designate one legal assistance provider agency in the City of Chicago.

A. Program Design Requirements
As a designated Legal Assistance Service Provider Agency, the respondent will be required to adhere to all standards and procedures as outlined by the City of Chicago’s Department of Senior Services.

Delegate Agency’s overall agency mission should be congruent to the mission of that of the Department of Family and Support Services. Other programs and services provided through the delegate agency should support clients serviced through the Legal Assistance for Seniors Program and/or enhance the service delivery of this program. The Respondent should have experience providing legal assistance on the services to seniors or other vulnerable populations (see Attachment A for a list of legal issue areas). Additional to the work of the program, the following program components must be adhered to.

Interagency Coordination
In order to serve the holistic needs of elderly clients, the delegate agency is required to maintain linkages and communication with other service providers and organizations throughout the city. This is especially true of those providers, funded through the Older Americans Act, such as case management units, protective services, information and assessment, regional centers and satellite centers.

When applicable, the delegate agency shall develop working agreements with relevant state, federal and non-governmental agencies with respect to legal assistance needs of clients. This may include, but is not limited to; other legal assistance programs, advocacy organizations, protective service agencies, and social services organizations in an effort to better coordinate legal assistance services available for the elderly.
Program coordinator/director or other staff member will participate in monthly DFSS-Elder Abuse and/or Ombudsman meetings.

**Community Education**
A minimum of one education effort must be made each month. This can include, but is not limited to; talks at DFSS regional and satellite centers, talks/tables at DFSS conferences/programs, talks at community senior centers and other non-profit agencies such as minority centered agencies or service providers. The goal of community education is to increase awareness regarding legal rights, benefits and entitlements and to inform groups of the availability of legal assistance services.

**Staff Qualifications and Requirements**
The staffing pattern must include appropriate management and supervisory staff, attorneys licensed to practice law in the State of Illinois, paralegals working under the supervision of attorneys, or law students from accredited law schools, licensed pursuant to Supreme Court Rule 711. Staff can include volunteers and pro-bono attorneys/paralegals.

The delegate agency must make every effort to hire bi-lingual staff to meet the needs of non-English speaking clients.

The delegate agency staff, working with this program shall be trained to effectively work with seniors. Training shall include but is not limited to; challenges of aging related changes and losses, benefits and services for seniors, common diseases and medical conditions affecting the elderly, understanding and working with seniors with memory loss issues and mental health issues of the elderly. The delegate agency must ensure that all paid staff attend at least 8 hours of such training a year and should encourage all volunteer/pro-bono staff to do the same.

The delegate agency will perform, at a minimum, semi-annual internal monitoring of workers performance and effectiveness in providing legal assistance services to the elderly.

**B. Service Delivery**

1. **Accepting Referrals**
   All clients whose legal services will be funded through the Legal Assistance Services for Seniors program must be referred from the Department of Family and Support Services to the delegate agency for services. The delegate agency will not be reimbursed for legal services provided to clients who contact the delegate agency without a referral from DFSS. Any walk-in/call-in clients should be referred to DFSS at (312) 744-4016.

   i. **Emergency Referral**: Emergency referrals are requests for services from seniors who have no one to assist them and are at imminent risk of becoming institutionalized or suffer a significant loss if legal services are not provided immediately. A staff member, specially trained in intake and supervised by an attorney must contact the client by phone or in-person, immediately and, if necessary, a paralegal or lawyer will perform a full legal
assessment within 24 hours. The delegate agency has 24 hours from the time they determine the case to have legal merit, to place the case with an attorney and have the attorney make initial contact with the client.

ii. **Urgent Referral:** Urgent referrals are requests for services for clients who are not in immediate danger of entering a nursing home or suffering a significant loss, but whose situation warrants prompt attention, primarily when the client’s situation is likely to change or deteriorate in less than two weeks. A staff member, specially trained in intake and supervised by an attorney must contact the client, by phone or in-person, within 72 hours and, if necessary, a paralegal or lawyer will perform a full legal assessment within 7 calendar days. If after 3 documented attempts, over 72 hours, to contact the client, the delegate agency may attempt to contact the client by mail. The delegate agency has 7 days from the time they determine the case to HAVE legal merit, to place the case with an attorney and have the attorney make initial contact with the client.

iii. **Standard Referral:** Standard referrals are requests for services that do not involve the level of urgency of either an Emergency or Urgent Referral. A staff member, specially trained in intake and supervised by an attorney must contact the client, by phone or in-person, within 72 hours. If after 3 documented attempts, over 72 hours, to contact the client, the delegate agency may attempt to contact the client by mail. A paralegal or lawyer has up to 15 calendar days to perform a full legal assessment. The delegate agency has 30 days from the time they determine the case to have legal merit, to place the case with an attorney and have the attorney make initial contact with the client.

A case may only be downgraded by delegate agency after initial intake is made. Reasons for downgrading a case must be noted in client’s case notes.

2. **Intake**
   Intake procedures will be established by the delegate agency to include an interview with a staff member, specially trained in intake and supervised by an attorney. The delegate agency must create a standardized intake tool. The goal of the intake is to gather appropriate information to open a case, verify presenting legal assistance issues, educate client on time lines, procedures and expectations and inform client on required paperwork, evidence or other information needed for the assessment process.

3. **Assessment**
   The goal of the assessment is to determine the appropriateness of legal assistance for the client’s circumstances and to create a plan with the client on how to proceed with legal issue, which will be the basis for future meetings and assistance. Client should be educated on future actions to be taken, time lines and any costs they may occur. Pros and cons of various legal interventions should be explored and discussed with the client, so he/she may determine the most appropriate course of action. Through the assessment process the staff member should determine the most appropriate modality of legal intervention and identify any alternative referral sources to assist the client at little or no cost.
If a client’s legal issue is determined inappropriate for services or does not meet eligibility criteria, the delegate agency will make a referral to an alternative agency/source to better meet the needs of the client.

If a case is determined to have legal merit, the attorney assigned to the case, must contact the client, via phone or in-person, within appropriate timelines based on type of referral. The only time that a delay between Assessment, Case Determination and placing a client with an attorney is acceptable, is when there is a delay caused by the client, such as failing to provide appropriate paperwork or responding to calls.

4. Refusal to Provide Legal Assistance Services
The delegate agency may not refuse to provide appropriate legal assistance services, except for the following reasons: 1) if the client is not eligible due to age or residency 2) if after a complete assessment the agency determines that there is no legal merit or 3) if an appropriate referral is made and the client is informed that they may request assistance if not satisfied with assistance provided by that referral source. All other reasons must have the express, written approval of the program manager for DFSS.

DFSS reserves the right to require that the delegate agency provide legal assistance regardless of eligibility criteria or merit status. The delegate agency will not be required to take any action in violation of the Illinois Code of Professional Conduct.

The delegate agency must maintain a confidential and secured file on each client. This file must be separate from other agency files. Case notes must be kept in the file along with any other required DFSS/IDoA forms. If the delegate agency keeps the files electronically on another computerized system, the files must be coded in a way to distinguish them from other agency files.

The delegate agency must ensure that client information in the files is accurate, complete and current. Within the constraints of client/attorney privilege, files, redacted as necessary, will be made available to the Department of Family and Support Services upon request to support planning/funding decisions.

The delegate agency should see the Chicago Department of Family & Support Services Legal Assistance Services as legal assistance of last resort. All efforts should be made to identify alternative resources for legal assistance that are free or at low-cost to assist the client, prior to utilizing DFSS funds to do so. If no low-cost/free alternatives are available and the case has legal merit, the delegate agency must take the case. Referrals to legal referral sources, such as Bar Associations, for market priced assistance is not an appropriate referral source, for the legal issue areas identified in this scope of service.

When referring clients to alternative legal resources, clients must be told orally and in writing that they are being referred outside of the DFSS system. They must be given the opportunity to
have their case re-evaluated, after utilizing alternative referral sources, if they are not satisfied with the assistance they received from such service.

During assessment and service delivery, the delegate agency is required to educate the client about other services and benefits they may be eligible for. As part of the assessment, delegate agency staff are required to make referrals to and/or encourage client to self-refer to various programs such as Case Management, Home Delivered Meals, CCP Homemaker/Adult Day Care, Respite Service, Elder Abuse, SHIP, and as well as other DFSS programs and services, when unmet needs are identified. Referrals can be made directly by delegate agency staff by contacting DFSS’s Information and Assessment at (312) 744-4016.

The delegate agency will develop, in writing, a policy regarding the termination of a client representation. Upon termination of a client representation, staff must note the date of termination, the total number of direct service hours provided.

The delegate agency will develop, in writing, a policy regarding procedures for handling emergency legal assistance calls/referrals. Staff from the delegate agency must be available Monday through Friday, 8:30am to 5:00pm to handle emergency referrals or calls. The delegate agency, at minimum, must be available to accept referrals during DFSS working hours, every week of the year except New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Other holidays must be requested at least 30 days in advance, in writing to the Commissioner of the Department of Family and Support Services and shall not be closed for more than four consecutive days.

All phone messages requesting a call back must be returned within two business days, if not serious. Urgent messages will be returned within one business day. Multiple messages concerning the same client should be returned within one day. When direct service staff are out of the office for more than two consecutive days, then either (a) their voice mail should state day returning and a number to call for immediate assistance, or (b) incoming calls should be automatically transferred to another staff member.

The delegate agency will provide legal assistance services throughout their designated geographic area to ensure equitable access to all clients. Services can be provided out of the agency’s office(s), in client’s homes/nursing homes, at other locations designated by the client, at the Department of Family and Support Services’ Regional and Satellite Centers or over the phone. When determining the location of service delivery, primary emphasis should be placed on the needs and circumstances of the client’s situation.

The delegate agency must provide services for clients regardless of their primary language. This includes those with hearing impairments. The delegate agency must make reasonable accommodations for disabled clients including sign language interpretation, and/or TDD/TTY phone number or other telecommunication devices for the deaf and accessible facilities for those with physical disabilities.
Priority of service delivery, when necessary, must be given to low income minority seniors, those with severe disabilities and older individuals with Alzheimer’s Disease and other related disorders. Section 315(b)(#) of the Older Americans Act prohibits the use of means test for legal assistance services. The delegate agency must develop, in writing, a comprehensive plan to address a high volume demand of services request for legal assistance services. DFSS will authorize when client prioritization plans go into effect. Delegate agencies may not enact such plans until authorized to do so.

Under this program, the delegate agency may not charge for any services provided under the Title IIIIB grant agreement. However, all clients must be given an opportunity to make voluntary contributions, in accordance to Title III of the Older American’s Act. All donations will go to the Department of Family and Support Services to be used for future legal services. The Department of Family and Support Services reserves the right to create a letter requesting such contributions, to be distributed by the delegate agency to all legal assistance clients.

The delegate agency must supply all clients with a mechanism for filing complaints or grievances in regards to the provider’s service delivery. Clients must also be given a mechanism for comments and suggestions on service delivery improvements. The Department of Family and Support Services reserves the right to create such a mechanism, to be distributed by the delegate agency to all legal assistance clients.

A complaint log must be kept, recording the name of the client, date, reason for dissatisfaction and steps taken to rectify situation by delegate agency. All complaints, including those that are voiced in-person or over the phone, must be recorded in the complaint log.

**C. Reporting and Record Keeping**

The delegate agency will keep track of direct service hours provided, unduplicated counts of persons served and other demographic data necessary for planning and evaluation. Each client shall have an individual case record which documents the presenting problems, record of services rendered and number of direct service hours provided for each client.

The delegate agency will comply with all Older American Act regulations, as well as policies of the Illinois Department on Aging and the Department of Family and Support Services for the delivery of legal assistance services. This includes monthly, quarterly, and annual reports as required.

By the 5th day of each month, the delegate agency will prepare and submit a monthly report and invoice for the prior month that accurately reflects: unduplicated count of clients for the previous month, total number of outreaches performed and attendance for the previous month. These numbers should reflect the delegate agency’s in-kind donation portion. Special attention must be made to ensure that DFSS is not billed for services that were not previously authorized; this includes clients who were not referred through DFSS, clients who are not eligible for services.

By the 5th day of each quarter, the delegate agency will prepare and submit a report for the prior quarter that accurately reflects: unduplicated count of clients for the year to date, demographic
information of clients to date, including zip code and legal service areas, number of referrals that developed into legal representation, legal advice with no representation, and referral to alternative legal services without representation or legal advice. A one-page narrative reflecting accomplishments of the program should also be included.

Should the delegate agency choose to make public notices regarding services available through DFSS funding, they must formally acknowledge the Department of Family and Support Services as the funding source of the program/service. Public notice efforts can include mass media notices, presentations, public displays, brochures, flyers, posters, or media appearances. Public Awareness campaigns are not mandatory. However, if undertaken, it must be designed to reach a broad cross section of seniors throughout the designated geographic service area. DFSS reserves the right to obtain prior approval of all promotional or media activities associated with Legal Assistance Services for the Elderly.

**Performance Outcome Measures**
The delegate agency will be evaluated on the following performance outcome measures:
1. Receive a minimum of 80% positive reviews (total score of 3.5 or higher) on client satisfaction surveys
2. Follow DFSS time lines for service delivery with 90% accuracy
3. Participate in monthly Elder Abuse meetings
4. Provide monthly educational programs

DFSS reserves the right to reduce the monthly reimbursement based on poor performance outcome measurements.

**Section IV. Evaluation and Selection Procedures**

**A. Evaluation Process**
Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria. DFSS reserves the right to consult with other experts and city departments during the evaluation process. Successful Respondents must be ready to proceed with the proposed program within a reasonable period of time upon contracting.

Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. The Commissioner, upon review of recommended agency(ies) may reject, deny or recommend agencies that have applied for grants based on area need.

**B. General Selection Criteria**
The Proposals will be evaluated on the Respondent’s ability as defined in this RFP. The following criteria will be used in evaluating all proposals:

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>Previous Program Experience &amp; Needs of Population to be Served</td>
</tr>
<tr>
<td></td>
<td>Respondent’s overall agency mission, programs and services, and resources.</td>
</tr>
</tbody>
</table>
Quality and variety of respondent’s references concerning past performance. Respondent’s experience providing legal assistance services to seniors or other vulnerable populations.

34 **Program Design and Administration**
- Respondent’s proposed hours of service.
- Quality of respondents plan for service delivery to populations with limited mobility/access.
- Variety of legal issue areas covered by respondent.
- Variety of languages and ethnic populations served by respondent and the quality of respondent’s proposed plan for outreach and assistance to ethnic minorities.
- Quality of respondent’s proposed plan for outreach and assistance to low socio-economic clients.
- Quality and variety of respondent’s current and planned service linkages and resources.
- Quality of proposed plan for supervision.
- Quality of proposed plan for staffing.

33 **Administrative/Fiscal Capacity**
- Respondent will demonstrate that it has the resources and expertise to meet all administrative and fiscal requirements. This includes the Respondent’s fiscal (including financial management systems), technological, management, administrative and staff capabilities.

- Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from recent program years. All respondents must be current on all prior financial or contractual obligations with the City. All respondents must be able to prove that there are no outstanding liens or taxes owed to City, State or IRS.

- Agency’s demonstrated fiscal and administrative capacity in administering DFSS contracts. DFSS will consider all DFSS program and fiscal monitoring reports, as well as expenditure reports indicating agency’s ability to expend funds in a timely manner.

DFSS reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process and make site visits and/or require Respondents to make an oral presentation or be interviewed by the review subcommittee, if necessary. Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive, and therefore, subject to rejection.

Selections will not be final until the City and the Respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a fully executed contract. Receipt of a final
application does not commit the department to award a grant to pay any costs incurred in the preparation of an application.

C. Project Location and Accessibility to People with Disabilities
Respondent must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (ADA) [http://www.ecfr.gov](http://www.ecfr.gov). Additionally, the Department of Family and Support Services reserves the right to ensure that all mandated services is available in each geographic region, and provided in a linguistically and culturally appropriate manner.

V. Legal and Submittal Requirements
A description of the following required forms has been included for your information. Please note that most of these forms will be completed prior to grant agreement execution but are not necessary for the completion of this proposal. A complete list of what forms will be required at the time of contracting is listed at the end of this section.

A. City of Chicago Economic Disclosure Statement (EDS)
Respondents are required to execute the **Economic Disclosure Statement** annually through its on-line EDS system. Its completion will be required for those Respondents who are awarded contracts as part of the contracting process. More information about the on-line EDS system can be found at: [https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop](https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop)

B. Disclosure of Litigation and Economic Issues
Legal Actions: Respondent must provide a listing and brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any officer, director, member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

i. A debtor in bankruptcy; or
ii. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
iii. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
iv. A defendant in any criminal action; or
v. A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
vi. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
vii. A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.
Any Respondent having any recent, current or potential litigation, bankruptcy or court action and/or any current or pending investigation, audit, receivership, financial insolvency, merger, acquisition, or any other fiscal or legal circumstance which may affect their ability currently, or in the future, to successfully operate the requested program, must attach a letter to their proposals outlining the circumstances of these issues. Respondent letters should be included in a sealed envelope, directed to Commissioner Lisa Morrison Butler. Failure to disclose relevant information may result in a Respondent being determined ineligible or, if after selection, in termination of a contract.

C. Grant Agreement Obligations
By entering into this grant agreement with the City, the Respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. DFSS anticipates that payment will be conditioned on the Respondent’s performance in accordance with the terms of its grant agreement.

D. Funding Authority
This initiative is administered by the Department of Family and Support Services and the U.S. Administration on Aging. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, State of Illinois and the Department of Health and Human Services must be met. Additionally all successful Respondents must comply with the Single Audit Act if applicable.

E. Insurance Requirements
Respondents must provide and maintain at Respondent’s own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

i) Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, sexual abuse and molestation (with emotional distress as the trigger) and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Provider’s and any subcontractor’s policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language
under the policy such as but not limited to, Provider’s sole negligence or the additional insured’s vicarious liability. Contractor’s liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Provider must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work or services for the Provider must maintain limits of not less than $1,000,000 with the same terms herein.

iii) Directors and Officers Liability
Directors and Officers Liability Insurance must be maintained by the Respondent in connection with this Agreement with limits of not less than $1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with precede commencement of services by the Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

iv) Additional Requirements
Provider must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago IL. 60622, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Provider must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Provider is not a waiver by the City of any requirements for the Provider to obtain and maintain the specified coverages. Provider must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Provider must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Provider.

Provider hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Provider in no way limit the Provider’s liabilities and responsibilities specified within the Agreement or by law.
Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Provider under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Provider maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Provider is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement. Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

F. Indemnity
The successful Respondent will be required to indemnify City of Chicago for any losses or damages arising from the delivery of services under the grant agreement that will be awarded. The City may require the successful Respondent to provide assurances of performance, including, but not limited to, performance bonds or letters of credit on which the City may draw in the event of default or other loss incurred by the City by reason of the Respondent's delivery or non-delivery of services under the grant agreement.

G. False Statements
   i. 1-21-010 False Statements.
Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.
The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

ii. **1-21-020 Aiding and Abetting.**
Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

iii. **1-21-030 Enforcement.**
In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

**H. Compliance with Laws, Statutes, Ordinances and Executive Orders**
Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, Respondents must comply with the following and with each provision of the grant agreement:

i. **Conflict of Interest Clause:** No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement. The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

ii. **Governmental Ethics Ordinance, Chapter 2-156:** All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

iii. **Successful Respondents shall establish procedures and policies to promote a Drug-free Workplace.** The successful respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The successful respondent shall notify the City if any of its employees are convicted
of a criminal offense in the workplace no later than ten days after such conviction.

iv. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.


vi. If selected for grant award, Respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful Respondents.

vii. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of
more than 7.5% ("Owners"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not:  (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real
or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

viii. (a) The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “2011 City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.
ATTACHMENT A

LEGAL ISSUE AREAS
The primary component of DFSS’s Legal Assistance Services is the direct representation of seniors in legal matters.

DFSS’s Legal Assistance program should be considered assistance of last resort. DFSS and delegate agency should make every effort to find alternative legal resources for clients, when ever possible. Legal issue areas to be handled by the provider include, but are not limited to:

- Medicaid/Medicare
- Social Security
- Supplemental Security Income
- Food Stamps/Government Benefits
- Elder Abuse/Financial Exploitation
- Family Law/Domestic Violence
- Landlord/Tenant
- Consumer Fraud/Home Repair Fraud
- Debtors Rights/Collection Defense
- Bankruptcy
- Power of Attorney for Healthcare/Living Wills
- Mortgage/Foreclosure
- Nursing Home Residents Rights
  - may only be considered after it has been investigated by DFSS’s Ombudsman staff
- Contracts and Warranties
- Tax Counseling and Assistance
- Financial Counseling
- Reverse Mortgage and Foreclosure Counseling
- Appropriate Health and Life Insurance Coverage
DEFINITION OF SERVICE

Representation of Clients in Legal Matter: When it is determined by the delegate agency through intake, assessment and consultation, that a case has merit/defense; effective, timely and appropriate legal counsel and representation shall be provided before judicial, administrative and legislative bodies. The delegate agency shall utilize the full range of legal advocacy tools to provide such representation. The Department of Family and Support Services reserves the right of final determination when eligibility criteria have been satisfied. Delegate agency must provide legal representation within Cook County, as long as client is a resident of Chicago. The delegate agency will not be required to take any action that violates the Illinois Code of Professional Conduct.

Legal Counseling/Advice: Not all legal assistance referrals will lead to legal representation before a judicial, administrative or legislative body. When no representation before such a body is warranted, the delegate agency shall provide recommendations, education and information which will assist a senior to a decision or course of action.

Brief Services: When appropriate, the delegate agency shall provide brief services for a client.

Advocacy: Except as provided herein, the delegate agency must use its best efforts to provide support, assistance, defense and protection for clients to promote the rights, independence, autonomy and personal/financial security of clients.

Clients: Seniors, 60 or older and live in the City of Chicago.