# CENTRAL MISSISSIPPI PDD AREA AGENCY ON AGING

# REQUEST FOR PROPOSAL

### **FOR**

**Adult Day Care Program** 

FISCAL YEAR OCTOBER 1, 2019 - SEPTEMBER 30, 2020

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### **ATTACHMENTS**

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\*Completed forms must be returned as part of proposal for funding.

Title III of the Older Americans Act of 1965 as amended and the Social Services Block Grant authorizes the Area Agency on Aging to provide an array of support services to older Mississippians 60 years of age and above. The Area Agency on Aging has been designated as the oversight agency to ensure that services are provided based upon the objectives in the area plan. Therefore, providers are needed to perform services for older Mississippians who are in the greatest social and economic need.

#### **Programmatic Requirements:**

Adult Day Care is a place for aged and disabled individuals with serious health problems or impairments to go during the day for recreational activities, personal care supervision, nutrition, limited health care and the opportunity to interact socially with other people in group or individual activities. Services are to be provided as outlined in the Quality Assurance Standards (B. Eligibility) Attachment B. A Screening Form, indicated as Attachment K to this proposal package, is administered by the provider to determine eligibility and to maintain the waiting list.

<u>Adult Day Care</u> services are provided in an adult day care setting services. These services are administered by trained professional staff and includes personal care services, activities, nutrition, transportation, and nursing services.

The estimated FY 2020 rate to be indicated in the budget for the number of hours the agency will provide with the total budget which should yield the unit cost. Determine the number of units to be provided during the year and divide the units into the total budget. Upon completion of this process, indicate the unit cost for one full day of service.

Adult Day Care Un	t of Service for full day = \$	(Includes Match)
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The geographic areas where these adult day care services may be provided are all the counties within the Central Mississippi Area Agency on Aging service area. This includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo.

Adult Day Care services are to be located as outlined in the Quality Assurance Standards for the Homemaker Program (2. Location of Service) Attachment B.

<u>Adult Day Care Qualifications</u> - Persons age 60 and older with scores ranging from level II through III on the Consumer Information Form. Spouses of clients are eligible if under 60 and disabled.

The primary purpose of the Adult Day Care services are as follows:

- To provide care, supervision and services to individuals who are capable of only limited self-care;
- Meet health maintenance, prevention./intervention, and rehabilitation needs;
- Promote a maximum level of independent functioning.

#### **Special Requirements:**

Adult Day Care services must be provided in compliance with the Quality Assurance Standards, which are indicated as Attachment B to this proposal package.

#### **Match Requirements:**

\* The amount of the match to be provided to the AAA by Counties, Cities or other sources is undeterminable at this time.

The minimal percent of non-federal match required on the federal funds that will be used to pay for services is as follows for the source of funds and service indicated:

#### **Sources of Funds**

**Percent of Match** 

Title IIIB

10%

This match is to be provided by the proposer. The match may be in the form of cash from local resources (nonfederal) such as funds from cities and counties or from funds earned by the proposer. In-kind match may also be used to meet the match requirement. In-kind match is derived from donated expenditures that if the items were not available at any cost, expenses would have to be paid in order to provide the service. For example, if volunteers are available for the homemaker service, the fair labor market value of volunteer time or if building space is donated to house the homemaker staff, the fair rental value of the donated building space can be used as match on the homemaker service funds. Match is not required on client contributions/program income, which is addressed below.

Services must be targeted to low income, minority clients who are in the greatest social and economic need. As clients are referred for services and eligibility is determined, a waiting list must be maintained to ensure that the highest priority client is placed at the top of the waiting list.

Clients cannot be charged for services. However, each client must be afforded an opportunity to contribute to the cost of the service and the amount contributed must be kept confidential. Proposers must include a minimum of 1% of the total budget as program income. Client contributions must be safeguarded in compliance with the Program Income Policy, which is indicated as Attachment C to this proposal package. Also, client contributions must be used to expand the service for which the contribution was made and must be expended first, prior to expenditure of Federal and/or State or Local funds.

Funding for services will depend upon availability of approved Federal and/or State funds.

#### **General Information:**

The name, address and telephone number for the person to contact regarding this proposal package is as follows:

Chelsea B. Crittle, PhD
Central MS Planning and Development District
Area Agency on Aging
P.O. Box 4935
Jackson, MS 39296-4935

Telephone Number: (601) 981-1516 ext. 230

Fax Number: (601) 981-1515 Email: ccrittle@cmpdd.org

Title IIIB will provide the funding for this service.

All expenditures required to provide these services in compliance with the Quality Assurance Standard will be allowed. All expenditures must be reasonable and necessary to provide the service wherein the expense is budgeted and must be incurred in compliance with applicable Federal and/or State regulations governing the expenditure of these funds. All expenditures required to provide these services must be indicated in the budget, which is addressed below. The applicable Executive Orders, Federal Regulations, and Office of Management and Budget (OMB) Circulars must be adhered to.

Contracts for the adult day care services will be based upon performance with a cost per unit of service.

The method of payment for adult day care services will be a fixed-price per unit of service basis pending availability of funds. This means that Central Mississippi Area Agency on Aging intends to pay the provider selected to perform the services outlined in the RFP at a fixed price for each unit of service provided, pending the availability of funds. Payments will be made monthly upon receipt of the monthly reporting worksheet as outlined in the core contract model which is indicated as

Attachment D to this proposal package. Contracts for adult day care services will be awarded based upon performance and unit cost. The proposed cost per unit of service will be considered in the evaluation of the response to the RFP. In no instance will Central MS Area Agency on Aging provide funds to the provider in an amount that exceeds the agreed upon and contracted amount.

### **Proposal Deadlines:**

There will be one training session covering the RFP process. It is an opportunity to understand the requirements of the RFP and ask any questions you may have.

The training session will be held at the following location:

June 24, 2019: CMPDD Office 10:00 am -12:00 pm 1170 Lakeland Drive, Jackson, MS 39216

The AAA must receive proposals no later than <u>July 18, 2019 by 4:00 p.m.</u> to be considered for funding. The proposal should be delivered by hand or certified mail. The proposer shall place the proposal in a sealed envelope marked "PROPOSAL". If mailing proposals to the AAA, time for delivery must be allowed and proposals must be sent by certified mail with a return receipt requested. If delivering proposals to the AAA, retain the receipt issued by the AAA staff member.

Proposals will be opened on <u>July 24, 2019</u> at <u>10:00 a.m.</u> At the following location:

Central Mississippi Planning and Development District 1170 Lakeland Drive Jackson, Mississippi 39216

Evaluation of proposals will be completed by end of day on August 5, 2019.

Notice of a contract will be forwarded to the selected provider(s) by August 23, 2019.

Contracts will be fully executed no later than <u>September 30, 2019</u> contingent upon the AAA receiving its approved sub grant from the Mississippi Department of Human Services.

PROPOSALS RECEIVED BY THE AAA AFTER THE DEADLINE ABOVE WILL BE RETURNED, UNOPENED TO THE SUBMITTING PROPOSER.

CMPDD HAS THE RIGHT TO ADJUST THE TIMELINE AS IT DEEMS NECESSARY.

## Financial, Program and Administrative Reports:

Financial reports will be due each month by the 15<sup>th</sup> calendar day for the previous month.

Client service logs will be due each month by the 5<sup>th</sup> working day for the previous month.

Congregate meal delivery tickets must be forwarded to the AAA by the end of each week.

Closeout packages for all contracts will be due on October 31, 2020.

# THE AAA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IN THE BEST INTEREST OF THE AAA.

<u>Five copies of the proposal must be forwarded to the AAA.</u> At least one copy of the proposal must contain the original signature of an official of the potential provider agency who is authorized to bind the provider to the proposal.

Solicitation of this Request for Proposals does not commit Central Area Agency on Aging to award a contract; does not cause Central Area Agency on Aging to be liable for any costs incurred by an applicant in responding to this Request for Proposals; nor commit Central Area Agency on Aging to procure a contract for services listed or unlisted.

### **REJECTION OF PROPOSALS**

Proposals which do not conform to the requirements set for in this Request for Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1). The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
- 2). The proposal is conditional.
- 3). The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 4). The proposal is received late.
- 5). The proposal is not signed by an authorized representative of the party.
- 6). The proposal contains false or misleading statements or references.
- 7). The proposal does not offer to provide all services required by the Request for Proposals.

### **Submission of the Proposal:**

Each proposal package must be delivered by hand or by certified mail to the AAA to the following address:

Physical Address
Central Mississippi Planning and Development District
Area Agency on Aging
1170 Lakeland Drive
Jackson, Mississippi 39216

Mailing Address
Central Mississippi Planning and Development District
Area Agency on Aging
P.O. Box 4935
Jackson, Mississippi 39296

The proposal must be delivered or sent by certified mailed in a sealed envelope and marked "PROPOSAL" Each proposal must be delivered or mailed in a separate envelope by the deadline indicated above and allow time for mail delivery.

### **Terms and Conditions:**

To be considered for a contract, the proposer must agree to the specific provisions of the core contract, which is indicated as Attachment D to this proposal package and to the General Terms and Conditions as indicated in Attachment A.

### **Renewal Provisions:**

The adult day care contract will run for a period of one year beginning October 1, 2019 and ending September 30, 2020. The AAA contemplates subsequent contracts for the services discussed in the RFP for the next three years. The decision to renew the contract will be based upon the provider's current year compliance with specifications, quality of service, and proposed price increase. The AAA reserves the right to negotiate the price based on market conditions. The provider will be notified a minimum of sixty days in advance of the AAA's intent to renew this contract or let it expire on the normal date. Proposed price changes by the provider shall be submitted to the AAA for review by August 15th of each ensuing year if the contract is renewed. The letter of request shall include a justification for the price change. The requested increase shall not exceed the change in the Consumer Price Index for the previous twelve month period.

### **Proposal Package Requirements:**

The following topics must be included in the proposal and must be in the order below. The response to these topics will be the basis for proposal evaluations. Each item should be addressed in as much detail as is necessary, but should not include extraneous information. The required proposal format is as follows:

- 1. Title Page Each proposal should include a title page with the following information:
  - Title of Proposal
  - Respondents' (Proposer's) name and address
  - Organization to whom the proposal is submitted
  - Name, title, phone number and address of the person who can answer questions about the proposal
  - Name of Project Director or Executive Director
  - DUNS Number
- 2. Response to Introduction Each proposal should include:
  - A brief Statement of Need for the project
  - A brief Statement of Purpose for the project
- 3. Description of Organizational Capability At a minimum, the following should be addressed:
  - a Table of Organization indicating how the project staff will fit into the Proposer's total agency, and how each member of the project staff relates to one another;
  - an explanation of your agency's qualifications indicating your ability to manage and complete the proposed project and documentation of past experience in similar projects;
  - an explanation outlining personnel who will help provide the service, and their qualifications. Attach job description and resumes' of all those who will be involved in the delivery of service that include their experience in this area of service delivery. Indicate the level of involvement of the firm in the day-to-day operation of the contract.
  - describe the mission and purpose of the agency; describe for the management and control of the financial resources of the service.
- 4. Statement of Work/Operational Plan At a minimum, the following should be addressed:
  - the project's objective, as viewed by your agency, including every objective contained in the Programmatic Requirements section of the RFP;
  - a clear explanation of how the services will be provided;
  - an operational plan which lists for each objective the activities that will be conducted to accomplish the objective and a start and a completion date for each activity.

#### 5. Contract Budget or Rate

Each potential service provider needs to submit a line-item budget with justification for the amount of the projected cost in each line item. This budget should be submitted using a Budget Summary and Cost Summary Support Sheet for each activity. If the contract is to be based on unit cost, the proposed unit cost needs to be included for each activity. The proposed unit cost must be calculated by dividing the total cost of the activity, as shown on the Cost Summary Support Sheet, by the projected units of service to be provided in the activity. The above referenced forms and instructions are included in Attachment F. The attached instructions should be read and thoroughly understood before the budget schedules are complete. Please utilize the budget forms included, duplicating forms as needed.

Each service must be reflected in a separate budget.

#### 6. Required Proposer's Certifications

Terms and Conditions: The Proposal must include a signed statement indicating that the potential service provider will comply with all of the terms and conditions stated in the RFP and in the proposed contract. Attachment G

**Statement of Non-Involvement:** The proposal must include a signed statement indicating that the potential service provider has not had any prior involvement in performing a feasibility study of the implementation of the subject contract, participating in the drafting of the RFP, or in developing the subject program. Attachment H

#### 7. Other Required Information - this includes the following:

- audit report most recently completed
- most recent peer review of the auditor who conducted the most recent audit report
- proof of workers' compensation insurance
- proof of bonding
- proof of comprehensive and liability insurance
- evidence indicating that the potential service provider has the physical facilities necessary to provide the services; i.e., liens, proof of ownership
- a complete listing of the names and addresses of the Board of Directors or the Governing body of the Applicant Agency.
- complete the Assurance of Obligation of Matching Funds Form. This form must be signed (no stamped facsimile will be accepted) by the authorized person for the group which is obligating the support for the matching funds. If matching funds are supplied through more than one source, attach a signed copy of the Assurance from each source.

# **Proposal Evaluation Criteria and Rating Sheet:**

The Area Agency on Aging Proposal Review Team will analyze and evaluate each proposal. The proposal evaluation criteria are organized into a rating sheet. The rating sheet has the following characteristics:

- 1. It separates evaluation items that require the same response from all Proposers from evaluation items that can be addressed differently by other Proposers.
- 2. It includes evaluation criteria for every element that the Proposer must address in their response to the RFP.
- 3. It assigns values to each evaluation criteria, which reflect the relative importance of these criteria.
- 4. It establishes a minimum score below which a proposal will not be considered.

#### **Proposal Rating Sheet**

6.

7.

Title o	of Proposal:Date:
Propo	ser:Rater:
1.	The proposal was received by the time and date required in the RFP. Yes/No
2.	The proposal includes a statement by the Proposer agreeing to the terms and conditions in the core model contract. Yes/No
3.	The proposal for the project includes a line item budget with justification. Yes/No
4.	The proposal includes a non-involvement statement. Yes/No
5.	The proposal includes the Proposer's most recent audit report. Yes/No

statement of exemption from coverage. Yes/No

<u>Category #1</u> Response to Introduction (WV = 1)

Weighted Value (WV) of Major Categories

most recent audit report. Yes/No

Criterion #1: the Statement of Need reflects a clear understanding of why the project is necessary (0 - 10)

The proposal includes the most recent peer review of the auditor who conducted the

The proposal includes proof of current workers' compensation insurance coverage or

Criterion #2: the Statement of Purpose indicates a clear understanding of what the project is intended to accomplish (0 - 10) Total possible score for this category <u>20</u> Category #2 Statement of Work (WV = 5) Criterion #1: the proposal contains clear objectives, which are consistent with the intent of the project (0 - 10) Criterion #2: the proposal contains an operational plan, which lists all objectives and gives a complete date for each (0 - 10) Criterion #3: the completion dates in the operational plan are reasonable (0-10) Criterion #4: the way (method) the Proposer intends to conduct the project (provide the services) is clearly explained (0 - 10) Total possible score for this category 200 Category #3 Organizational Capability (WV = 3) Criterion #1: the proposal contains sufficient numbers of staff to provide the services the proposal contains the type of staff necessary to provide the services Criterion #2: (0 - 10)Criterion #3: the evidence provided by the Proposer related to their previous experience clearly indicates the Proposer's ability to provide the services (0 - 10) Criterion #4: the table of organization included in the proposal indicates an adequate span of control (0 - 10)Total possible score for this category 120 <u>Category #4</u> Budget and Cost (WV = 10) Criterion #1: the costs proposed in the line item budget are reasonable (0 - 10) Criterion #2: the proposed cost per unit rate is justified and one understands how they were determined (0 - 10)Total possible score for this category 200 Total possible score for this proposal

The formula for scoring each proposal is as follows:

- a. Rate each criterion under each category from zero to 10
- Multiply the rating of each criterion under each category by the category's weighted b. value (WV). This gives a score to each criterion.

<u>540</u>

- Add the scores under each category. c.
- Add the total scores of each category to get a total proposal score. d.
- The minimum score for consideration is 264. e.

#### ATTACHMENT A

#### CONTRACT NO. 2020-xx

#### **GENERAL TERMS AND CONDITIONS**

1. Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the terms of this Contract, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Contract had been completed, would have been required to be furnished to the Agency or were purchased with funds furnished to the Contractor under this Contract and all finished or unfinished documents, reports or other materials prepared by the Contractor under this Contract shall at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the Agency from the Contractor is determined.

This section shall apply to all representatives, third parties, and/or consultants/Contractors selected or employed by the Contractor.

- 2. Termination for Convenience of Agency The Agency may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.
- 3. <u>Renegotiations or Modifications</u> The Agency may, from time to time, require renegotiations or modifications in the Scope of the Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

- 4. <u>Assignability</u> The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Agency thereto; provided however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution without such approval.
- 5. <u>Interest of Contractor</u> The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 6. <u>Confidentiality</u> Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency request to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

All information regarding applicants for any recipients of services under this program shall be available only to those persons authorized in writing to receive same by the Agency and client. The Contractor assumes any and all liability and responsibility for such authorized disclosures.

7. Insurance - Contractor shall maintain Workers' Compensation insurance which shall inure to the benefit of all Contractors' personnel performing services under this Agreement. Prior to the disbursement of funds to the Contractor, the Contractor shall procure a fidelity bond (employee dishonesty bond) for an amount of not less than 25% of the total amount of the cost of the Contract without regard to the amount of the deductible. The Contractor shall furnish proof of the required bond to the Agency. The required fidelity bond shall be one that does not limit the period of discovery or recovery of a loss for less than three (3) years from the expiration date of this Contract. A loss payable provision shall be included in the bonding policy to the effect that any loss will be payable to the Contractor, the Agency and the additional insured. Non-employees shall not be allowed to handle any cash monies under programs covered by this contract. If there be any property procured by means of this contract (#11), CMPDD, Inc. should be listed as a "loss payee" under the insurance policy covering that property.

Prior to the disbursement of funds to the Contractor, the Contractor shall procure a comprehensive general liability insurance policy which covers premises, operation, products/completed operations, hazard, and independent Contractors, bodily injury and property damage plus an appropriate medical expense coverage.

- 8. <u>Participant Complaints</u> The Contractor shall adhere to procedures for resolving complaints of program participants as are outlined in the Division of Aging and Adult Services' (DAAS) Policies and Procedures Manual.
- 9. It is expressly agreed by the parties that no payments made or accepted under this Contract shall be used as or deemed to be evidence of the acceptance of performance under the Contract as satisfactory or the satisfactory compliance with its provisions. It is expressly

- agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.
- 10. <a href="Indemnification">Indemnification</a> It is expressly agreed that the Contractor shall hold the Agency and Mississippi Department of Human Services Division of Aging and Adult Servicers harmless and completely indemnify them from any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever as a result of this Contractual agreement, including court costs and attorney's fees, arising out of or caused by the Contractor and its employees, agents, officers, contractors, and/or subcontractors in the performance of this Contract.
- 11. Property Title to any and all property purchased by the Contractor, including equitable title to be leased or rental property, the cost of which the Contractor is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Contractor agrees to relinquish any and all such property upon termination or expiration of this Contract or upon thirty day notice from the Agency. It is understood and agreed that all equipment, the title of which is not vested in the Agency shall be returned to the owner within a reasonable time after the expiration of this agreement. In the event of default by the Contractor of this agreement, the Contractor waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title. (Refer to Sub-grantee Manual for additional information.)
- 12. <u>Non-Waiver of Breach</u> No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.
- 13. Monitoring Agency and other authorized officials retain the right to conduct on-site fiscal and program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice. Following on-site monitoring a letter will be written to the Contractor with findings and will include any deficiencies noted during the visit. The Contractor is required to respond in writing to the Agency within ten working days concerning the correction of deficiencies. (Refer to Page 6, Items 1 and 2 for non-compliance.)
- 14. Fiscal Management and Accountability The Contractor will establish for funds under this Contract accurate and current accounting records that meet all local, state and federal regulations. Contractor will maintain documentation that reflects expenses were incurred properly and required match is adequately met and is recorded in the accounting records. Contractor shall provide for an audit to be conducted at the end of the Contractor's fiscal year at the Contractor's expense and a copy of the audit will be provided to Agency. The audit shall adhere to standards and requirements outlined in the Office of Management and Budget publication and the General Office of Accounting Publication.

- 15. The Contractor must provide for "separate" accounting in the bookkeeping system for receipts and expenses (revenues and expenditures) of the Agency and contractor program monies for monitoring, audit and financial statement presentation purposes. The prior statement specifically applies to "line item" budgets. However, unit price contracts must identify, in the accounting records, by program revenue account documented in-kind or cash match as required by the federal guidelines.
- 16. <u>Audit and Records</u> The Contractor shall maintain financial and programmatic records, reports, documents and other evidence relating to funds paid under this Contract as required by the Agency. The Contractor shall utilize accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.
- 17. The Audit must contain a financial statement of Agency program funding with full and complete disclosures of receipts, expenditures, receivables, payables, and/or fund balance if applicable. Contractor must send a copy of its Audit report to the Agency as soon as possible after completion of the Audit, but not later than 90 days after completion.

#### A. Governmental Unit

- 1. If the unit has \$500,000 or more in Federal financial assistance from all sources the unit must have a single audit performed according to the Single Audit Act as amended and also according to OMB Circular A-133 as applicable.
- 2. If the unit has \$500,000 or more under only one Federal program they may elect to have program-specific audit, or a series of program audits, performed on each sub-grant awarded by MDHS in accordance with Government Auditing Standards, or an organization-wide audit performed in accordance with OMB Circular A-133.
- B. Private Non-Profit If the Contractor is a private non-profit non-governmental organization with \$500,000 or more in Federal financial assistance from all sources the Contractor must have a single audit performed or a program specific audit, or a series of program audits according to the Single Audit Act as amended and also according to OMB Circular A-133 as applicable.
- C. Private for Profit If the Contractor is a private for profit organization the Contractor receiving \$500,000 or more under more than one Federal program shall have an organizational wide audit performed in accordance with OMB Circular A-133, except that a Sub-grantee/Contractor that is a commercial organization which is specifically required by program regulations or by the terms and conditions of the Sub-grant agreement to have an audit, may elect to have a program specific audit of all MDHS sub-grants performed in accordance with Government Auditing Standards.

18. Financial Reporting – The Contractor shall submit to the Agency, in such form and reasonable detail as the Agency may require, a monthly Financial Report, supported by a certified statement of the total costs actually incurred to date in performing the Scope of Services of this Contract and containing further certification that the costs previously incurred under this Contract have not been charged to any other federally funded project. The monthly Financial Report shall be submitted by the fifteenth (15<sup>th</sup>) day of the month, subsequent to the month in which the costs were incurred. The failure of the Contractor to meet these audit submission requirements will be considered by the Agency in contracting with the Contractor in any future program year(s).

If the audit report submitted includes questioned costs, or findings, the Contractor shall take steps to clear questioned cost and findings within 90 days after audit report has been filed. In order for the Agency to continue funding the program, the Contractor shall see that the auditor reviews the corrections and submits to the Agency a letter verifying that the findings and questioned cost have been cleared. The Contractor shall retain all records and documents relative to this Contract for three (3) years after expiration of this Contract. Contractor shall not utilize funds for any unbudgeted item without prior written authorization from Agency.

Accordingly, any modifications, changes, or waivers pertaining to this Contract shall be valid only when both parties have agreed in writing and acknowledged their agreement with signatures.

19. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

Accordingly, any modifications, changes, or waivers pertaining to this Contract shall be valid only when both parties have agreed in writing and acknowledged their agreement with signatures.

Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this contract or award.

Political activity, the Contractor will comply with the provisions of the Hatch Act which limit the political activities of employees.

Wage and hour laws, the Contractor will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

The Contractor will establish safeguards 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.

- 20. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L.91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- The Contractor will give the Agency, DAAS, Federal Grantor Agency or the Comptroller General through any authorized representative the access to and the right to examine all records or documents related to this Contract at any time.
- 22. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Federal Management Circulars

A-102, A-110, A-122, A-133 and A-87, the "Common Rule", as may be applicable. The Contractor shall carry out all regulations, rules and orders issued by the U.S. Government Grantor Agency. The Contractor certifies and agrees that it is under no Contractual or other disability, which would prevent it from complying with these requirements. Compliance with all regulations, rules, and orders of the U.S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.

- 23. The Contractor will provide services at consistent levels throughout the Contract period.
- 24. The Contractor will provide services in accordance with the proposal submitted to the AAA.
- 25. The Contractor agrees that it will not engage in any activity, directly or indirectly (whether as a partner, individual, joint venture, agent for a person, entity, officer, director, shareholder or employee of firm or other corporation) that would provide monetary gain and produce a conflict of interest or appearance of conflict of interest with the responsibilities of this Contract. This provision shall further restrict the solicitation of work, projects and other activities within the Agency's seven-county area so as to compete directly with the Planning and Development District whether there is a specific monetary gain identified or not. For the purpose of this agreement, competition is normally defined as directly bidding or submitting proposal for a specified project, job, or work assignment where this Agency is also seeking to be selected to perform the same work. This clause shall be in effect for the duration of this Contract and a one (1) year period from the date the Contract is terminated.
- 26. The contractor agrees to target services to the following groups: older individuals who have the greatest economic need (with particular attention to low-income older individuals, including low-income minority individuals, older individuals with limited English, older individuals residing in rural area); individuals who have greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English, older individuals residing in rural areas) and of older individuals at risk for institutional placement.
- 27. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-

Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or (c) both. In the event of such termination cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit." Any Agreement entered into between the Contractor and its Subcontractors shall contain the E-Verify clause with which said Subcontractors shall comply in hiring their employees.

- 28. The Contractor must be registered with <u>www.sam.gov</u> and maintain no active exclusions.
- 29. Shall comply with the Pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the contractor/lower-tier contractor shall provide written notification to all employees, of the contractor/lower-tier contractor, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractor shall also include in each agreement with lower-tier contractor the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
- 30. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;
- 31. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this contract;
- 32. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.
- 33. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
- 34. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;

#### SPECIAL TERMS, CONDITIONS, AND ASSURANCES

- 1. Any publications, advertisements, public notices, periodicals or articles regarding the service(s) funded through this Contract will include the state DAAS as a source of funding.
- 2. <u>Recruitment</u> The Contractor shall recruit and select eligible individuals in sufficient numbers to fill promptly and keep filled to the extent feasible all authorized slots. Applicable to only Title V programs.
- 3. <u>Budget</u> The Contractor shall expend funds only according to the budget which is attached hereto and made a part hereof. The Contractor shall obtain written approval from the Agency prior to altering the budget in any way.
- 4. <u>Return of Funds</u> The Contractor agrees that any funds advanced and not expended shall be considered Federal funds and shall be returned to the Agency.
- 5. <u>Training</u> The Contractor shall send personnel to training as required by the Agency.
- 6. <u>Holidays</u> Workers employed under this Contract will take holidays on those days designated by the Board of Directors or other authorized body or official of \_\_\_\_\_.
- 7. <u>Consultation</u> The Agency shall furnish consultation and technical assistance to the Contractor. The Agency shall also furnish information or resources to aid the elderly and eligibility requirements for services for the elderly offered on a regional or state basis.
- 8. Reporting Forms The Agency shall provide format and forms for program and financial reporting based on policies established by the Agency, the DAAS, and the Administration on Aging. The Contractor must have, in place, a system of documenting units of service provided to each client. This system must be approved by CMPDD.
- 9. Name of Payee The legal name of the official payee to whom the Agency shall issue checks to is \_\_\_\_\_.

- 10. <u>All Terms and Conditions Included in the Contract</u> This Contract contains all the terms and conditions agreed upon by the Agency and the Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind either the Agency or the Contractor.
- 11. <u>Program Specialists</u> The Program Specialist will serve in a liaison capacity between the State Division of Aging and Adult Services and the Contractor. The Program Specialists will provide technical assistance and consultation regarding the planning operation of the project and will coordinate project activities within the Agency.
- 12. <u>Program Monitor/Auditor</u> The Program Monitor/Auditor will monitor the fiscal and programmatic operations of the Contractor to insure compliance with Title III and Title XX regulations and will also monitor activities to insure compliance with the objectives setforth in the Contractor's proposal(s).
- 13. <u>Local Non-Federal Participation</u> The Contractor agree to provide the required cash and or in-kind match for the project. The match must be identifiable and documented in the accounting records.
- 14. <u>Collection of Data</u> The Contractor must assist the Area Agency in its collection of statistically valid data with evaluative conclusions concerning the unmet need for supportive services, nutrition services and multipurpose senior centers and any other reporting requirements.
- 15. <u>Follow-up Services</u> The Contractor shall, with the consent of the older person, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

#### 16. Service Provider Requirements

- a) Provide the Area Agency, in a timely manner, with statistical and other information which the Area Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State under 1321.13;
- b) Provide recipients with an opportunity to contribute to the cost of the service as provided in 1321.67;
- c) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;

- d) Where feasible and appropriate, make arrangements for the availability of services to older persons, in weather related emergencies;
- e) Assist participants in taking advantage of benefits under other programs
- 17. <u>Additional Aging Services</u> The Contractor shall assist participants in taking advantage of benefits under other programs.
- 18. <u>Coordination of Services</u> The Contractor shall assure that all services funded under this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.
- 19. <u>Targeting</u> The Contractor shall assure that preference will be given to providing services to older individuals with greatest economic or social needs, with particular attention to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the Contractor. Additionally, priority will be given to case management clients and those persons with severe disabilities including those having Alzheimer's disease or related disorder.
- 20. <u>Late Reporting Sanctions</u> All monthly **Financial** Reports are due by the 15th of each month for the prior month's activities per Contract. All monthly **programmatic** reports are due on the 5th day of the month.

If everything (reports, etc.) is found to be in order, Cash Requests will be processed in the "Normal Course of Business" - per Contract. "Normal Course of Business" is usually at month end and around the twelfth (12th) to the fifteenth (15th) of each month (twice per month) in order for payrolls to be met as well as other operating costs of the subrecipients.

If financial reports are not received by the 15th of the month and programmatic reports are not received by the 5th day (i.e., late), a letter will be sent to the Director and/or the signee of the Contract requesting the status, etc., of the report and the related Cash Request will not be processed until around the middle (12th - 15th) of the subsequent month.

If the reports are late two (2) months in a row, another letter will be forthcoming along with the phone call to the Director/signee of the Contract requesting an explanation. If late reporting becomes a recurring problem, a meeting will be called with the Director/ signee of the Contract to discuss possible remedy or termination of the Contract.

21. <u>Reimbursement</u> - The Central Mississippi Planning and Development District will reimburse to the Contractor no more than the Federal and State amount as listed in the Resource section of the budget.

- 22. <u>Personnel Policies</u> The Contractor shall have approved Personnel Policies and Procedures. These documents must be available for review by the Agency upon request.
- 23. <u>Screening Procedures</u> All persons receiving services shall have a screening instrument completed on him/her by trained personnel annually. An applicant new to the Agency shall not receive services until he/she has been screened.
- 24. <u>Contribution Schedule</u> The Contractor may develop a suggested contribution schedule. In developing a contribution schedule, the Contractor must consider the income ranges of older persons in the community and the Contractor's other sources of income. However, means tests may not be used for any services funded through the Area Agency on Aging.
- 25. <u>Participant Contributions/Program Income</u> The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:
  - a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service;
  - b) The privacy of each older person shall be protected with respect to his or her contributions;
  - c) Appropriate procedures shall be established to safeguard and account for all contributions;
  - d) Supportive services and nutrition services contributions shall be used to expand supportive services and nutrition services respectively;
  - e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service;
  - f) Locked boxes shall be used for contributions;
  - g) The overall responsible person for the Contractor or his designee shall have the keys to the locked boxes;
  - h) The site manager or driver shall take the box once a week to the overall responsible person who will count money with him/her;
  - I) The overall responsible person or his/her designee shall issue receipts to the site manager or driver for monies received;
  - j) The site manager or driver shall sign his/her name to the receipt along with the signature of the person responsible or his/her designee;
  - k) The Contractor shall assist all participants who desire assistance and shall provide the opportunity for individuals to use food coupons as their contribution toward the cost of the meal.
  - l) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services via Information Bulletin No. 86-6.

- m) Program income will be expended first prior to expenditure of any federal, state or local funds.
- 26. <u>Program Reporting</u> The Contractor shall provide the Agency in a timely manner, in such form and reasonable detail reports on the program(s) operated with funds under this Contract such as statistical and other information which the Agency requires in order to meet planning, coordination, evaluation and reporting requirements.
- 27. <u>Availability of Funds</u> This Contract is subject to the availability of State and Federal funds to finance the same and to the successful operation of the program funded under this Contract.
- 28. Method of Determining the Amount to Which the Contractor is Entitled in the Event of a Termination of Contract for Cause or Convenience by Agency or Contractor If this Contract is terminated for Cause or Convenience by the Agency or the Contractor, the Contractor will be entitled to an amount of federal funds which is equitable to actual allowable, reasonable expenses, incurred by the Contractor in the performance of this Contract, upon proper documentation that the matching share, if any, has been provided by the Contractor or designated donor. Any one-time or pre-paid expenses incurred which may be reasonably prorated or proportionately refunded by the vender(s), may, at the option of the Agency, become the property of the Agency.

Examples of this type expenditure, but not limited to those enumerated, are: insurance, rent, postage, and unused supplies. Any payment previously made shall be deducted from the total amount of expenses incurred.

- 29. <u>Inventory</u> All Contractors must maintain a written physical inventory of equipment purchased.
- 30. <u>Costs in Excess of Contract</u> All costs incurred in excess of Contract amount shall be required to be covered by the Contractor.
- 31. <u>Adjustment</u> Any funds due the Agency as a result of a subsequent audit of this Contract (project) must be returned to the Agency. Any Federal/State funds which may be due the Contractor by the Agency <u>provided</u> the project is still open and has not been closed with the Agency's Grantor Agency thereby allowing the funds to be drawn down. If the project has been closed, the Agency will not be able to satisfy any subsequent claims.
- 32. Payment of Meals All payments under the raw food category in the nutrition budgets will be paid by the Central Mississippi Planning and Development District directly to the food vendor. If the budgeted cost of the meals exceed the federal and state resources available, then the Contractor <u>must</u> provide the Agency with Program Income (i.e., contributions) generated and/or local cash dollars in sufficient amounts to cover the actual cost of the meals, provided the Agency is paying the meals provided on behalf of the Contractor.

- 33. <u>Program Income (Meals Program)</u> When meals are paid for by Central Mississippi Planning and Development District, program income must be spent for program management and/or delivery costs. However, if the program income exceeds project management and/or delivery costs, program income must come to the Agency to pay for meals. Program Income is to be reported on both a monthly and cumulative amount basis on the monthly financial report and on a monthly basis on the monthly contribution report.
- 34. <u>NSIP</u> NSIP shall supplement for each meal served by the Contractor at a rate established by the U. S. Department of Agriculture.
- 35. <u>Congregate Meal Employees and Volunteers</u> Employees working at congregate sites under the age of sixty and who eat a meal shall pay the full cost of the meal. Volunteers shall be requested to make a contribution for each meal served to them.
- 36. Home Delivered Meals If an individual is requesting home delivered meals and there is another individual in the household capable of preparing a meal, the request for a meal may be denied. A home delivered meal participant or his/her designee shall be responsible for notifying the Contractor, either directly or through the person delivering the meal, of any change in his/her circumstances (i.e., death of spouse, recovery from illness, individual capable of preparing meal moving into household, etc.) In addition, the Contractor shall assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, otherwise isolated, shall be given priority in the delivery of services. Additionally, the spouse of the older person, regardless of age or condition, may receive a home delivered meal if, according to criteria determined by the Area Agency, receipt of the meal is in the best interest of the homebound older person.
- 37. Procedures for Closure of Nutrition Sites and Delivery of Meals Due to Weather Conditions

   The decision not to serve meals will be made by the Central Mississippi Planning and Development District Program Specialist in conjunction with Valley Management Service (VMS).

The Contractor will be notified by CMPDD staff of the decision to close the nutrition sites. The Contractor will be responsible for notifying the participants via the news media (television, radio) in their area.

Cold packs will not be routinely provided in emergency situations; however at times Valley Management Service may have food items available to prepare cold packs. If Contractors wish to request cold packs, this request must be made through the Agency. Agency staff will confer with Valley Management Service staff and the decision to provide/not to provide cold packs will be made between the two. Valley Management Service will require a two-week notice to prepare cold packs in a normal situation.

As an emergency backup, **shelf-stable meals** should be ordered from Valley Management Service before November 1, of each year. Valley Management Service will maintain an inventory of at least two days' supply of **shelf-stable meals** for the number of meals needed for the homebound and/or as determined by the AAA/service provider. Valley Management Service shall deliver the **shelf-stable meals** to the sites one or two days before impending emergency for distribution. Valley Management Service will confer with the AAA/service provider concerning delivery and the option of storing the **shelf-stable meals** at the designated site.

- 38. Mississippi Department of Human Services' Sub-grantee Manual requirements are made a part of this Contract by reference.
- 39. <u>Contract Extension</u> Based upon satisfactory performance of services by the Contractor, the Agency reserves the right to extend this Contract up to three years.
- 40. The effective date of this Contract is \_\_\_\_\_\_. Contracts should be executed and returned to this office no later than \_\_\_\_\_.

# CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

#### **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, the Sub-grantee certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, Sub-grants, and Contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

# DEBARMENTS, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, Debarment and Suspension:

- A. The Sub-grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or Agency;

- (b) Have not within a three-year period preceding this sub-grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- B. Where the Sub-grantee is unable to certify to any of the statements in this certification, him or she shall attach an explanation to this form.

# DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988:

- A. The Sub-grantee certifies that it will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The sub-grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee engaged in the performance of the sub-grant be given a copy of the statement required by paragraph (a);

	(d)	Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the sub-grant, the employee will:		
		(1)	Abide by the terms of the statement; and	
		(2)	Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	
	(e)	Aging, (d)\(2) Emplo	ing Central Mississippi Planning and Development District/Area Agency on in writing, within 10 calendar days after receiving notice under subparagraph from an employee or otherwise receiving actual notice of such conviction. yers of convicted employees must provide notice, including position and title PDD/AAA. Notice shall include the identification number(s) of each affected ct;	
	(f)	Taking under	g one of the following actions, within 30 calendar days of receiving notice subparagraph (d)\(2), with respect to any employee who is so convicted;	
		(1)	Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or	
		(2)	Requiring such to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local, health, law enforcement, or other appropriate Agency.	
	(g)	Makin, implen	g a good faith effort to continue to maintain a drug-free workplace through nentation of paragraphs (a), (b), (c), (d), (e), and (f).	
B.	The Sub-grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant. Check if there are workplaces on file that are not identified here:			
	Place o	of Perfo	rmance (street addresses, city, county, state, zip code)	
			Page 18	

As the duly authorized representative of the Sub-grantee, I hereby certify that the Subgrantee will comply with the above certifications.
SUBGRANTEE NAME AND ADDRESS:
DI DIC#
AUTHORIZED SIGNATURE AND TITLE
DATE

### ASSURANCE OF COMPLIANCE

Name of Organization:
HEREBY AGREES THAT it will comply with all service criteria and all standards
included within service criteria for each proposed service under Title III, Older Americans
Act, and Title XX, Social Security Act.
Failure to fulfill complete performance of services according to the service criteria could result in termination of any Contract entered into between Recipient and Central
Mississippi Planning and Development District.
This assurance is binding on the Recipient, its successors, transferrers, and assignees. The
person or persons whose signatures appear below are authorized to sign this assurance on
behalf of the Recipient.
Signed by: Date: (Authorized Official)

# Attachment B

Quality Assurance Standards

# MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF AGING AND ADULT SERVICES QUALITY ASSURANCE STANDARDS

# CHAPTER 2: Rule 2.1

#### **ADULT DAY CARE**

#### A. <u>Definition and Purpose</u>

Adult Day Care is a place for aged and disabled individuals with serious health problems or impairments to go during the day for recreational activities, personal care supervision, nutrition, limited health care and the opportunity to interact socially with other people in group or individual activities.

The purpose of day care is to: (1) provide care, supervision and services to individuals who are capable of only limited self-care; (2) meet health maintenance, prevention/intervention, and rehabilitation needs; and (3) promote a maximum level of independent functioning.

#### B. Eligibility

<u>Qualification</u> - Persons age 60 and older with scores ranging from level II through III on the Consumer Information Form. Spouses of clients are eligible if under 60 and disabled.

<u>Contributions</u> - Clients shall be allowed the opportunity to contribute to the cost of service. The Center director shall assure that no one is denied service because he/she cannot or will not voluntarily contribute to the program.

#### C. Unit of Service

One unit of service equals a client's attendance for at least four (4) hours but less than twenty-four hours at the center. The day begins when the client enters the facility and ends when he/she leaves unless the center provides transportation. If the center provides transportation, the unit starts when the client is picked up. It is recommended that participants be transported not more than sixty minutes without the opportunity for rest stop. At a minimum, clients should be scheduled for a full day two (2) to five (5) day a week, with scheduled attendance based on a full day of services.

For fiscal reimbursement purposes, unit cost can be prorated based on the number of hours the client is in attendance. (i.e. if the unit cost is \$45 per client per day, and the client could not stay the full day, then the reimbursement for three hours would be \$16.89 rounded up \$17.00). If fraction is less than .50, it would be rounded down to the next whole number.

#### D. Minimum Program Requirements

All clients are to be entered into the State Approved Client Tracking System no later than 10 working days.

#### 1. Service Activities

Adult day care components include but are not limited to:

a. <u>Personal care service</u> such as assistance with walking, grooming, eating and toileting.

The adult day care program shall provide assistance and supervision needed with activities of daily living.

b. Nutrition - A minimum of one mid-morning snack, one nutritious noon meal and one mid-afternoon snack shall be provided at the center.

Modified diets shall be provided to meet participants' needs. Snacks shall be offered as appropriate to meet the participants' nutritional needs. Fluids shall be available as needed by participants. Nutrition education and counseling shall be an integral part of the day care program. The participant's total dietary intake is not the center's responsibility. The center is responsible only for meals served at the center.

c. Client Activities - The day care program shall provide recreational and social activities suited to meet the needs of the participants and designed to encourage physical exercise to prevent deterioration and to stimulate social interaction.

Social services are provided to participants and their families to help them with personal, family, and adjustment problems that interfere with the effectiveness of the treatment plan. They are an essential part of care management. The social worker may serve as a consultant or may be a part-time or full-time staff member.

The planning of activities shall reflect professional understanding of the recreational needs and abilities of the participants. Activities shall emphasize the individual participant's strengths and abilities rather than impairments and shall contribute to participant feelings of competence and accomplishment.

Activities shall be designed in a manner to promote personal growth and enhance the self-image and/or to improve or maintain the functioning level of the participants. Activities offered to participants may focus, but are not limited to, the following:

- 1) Maintaining lifelong skills;
- 2) Learning new skills and gaining knowledge;

- 3) Challenging and tapping the potential abilities of participants;
- 4) Participating in activities for independent functioning;
- 5) Improving capacity for independent functioning;
- 6) Developing interpersonal relationships;
- 7) Developing creative capacities;
- 8) Improving physical and emotional well being;
- 9) Being exposed to and involved in activities and events within the greater community;
- 10) Experiencing cultural enrichment; and,
- 11) Having fun and enjoyment.

Planned activities shall be available whenever the center is in operation. A monthly calendar of activities shall be prepared and posted in a visible place. Calendar may be distributed to family/caregivers and other interested individuals.

Group daily activities shall be posted in a prominent, convenient, visible place.

The activities schedule shall be coordinated with other services offered at the center and with other staff.

d. Transportation Services - The day care program shall provide transportation, when needed, for participants to and from their homes and to other community facilities utilized in implementing the participants' plan of care. Handicapped accessible transportation will be provided.

All contracted transportation systems shall meet local, state and federal regulations. It is recommended that participants be transported no more than sixty minutes without the opportunity for a rest stop.

e. Nursing Services - Registered nurse (RN) services such as physical assessment, preparing and administering medications, observing drug reactions, carrying out treatments, changing dressings and rehabilitative nursing shall be provided.

Nursing services may vary in intensity, depending on the needs of the participants. Intensity is determined by both the number of participants requiring nursing services and the type of nursing service needed. The nurse may serve as a consultant or may be a part-time or full-time staff member. Delegation of some nursing services, such as personal care, to program aides who are trained and supervised by the nurse, is part of the nursing service.

Nursing services shall be offered by all adult day care centers. According to participant needs as identified in the nursing assessment, inter-

disciplinary plan of care and physician orders, the nursing service may include a configuration of the following, depending on the level of intensity needed.

All of the following shall be carried out:

- 1) Assess participants' health status;
- 2) Monitor vital signs and weight;
- 3) Provide health education and counseling, including nutritional advice, to participants and families;
- 4) Develop policies and procedures for personal care and train staff in the implementation;
- 5) Provide liaison with the participant's personal physician, notifying him/her of any changes in participant's health status;
- 6) Coordinate the provision of other health services provided outside the center:
- 7) Train staff and supervise the use of standard protocols for communicable diseases and infection control; and,
- 8) Coordinate and oversee participant health records.

The following shall also be added to the above if they are needed by participants and if there is a full-time nurse or provision for professional care:

- 1) Administer and document medications and observe for possible adverse reaction;
- 2) Supervise the provision of modified and therapeutic diets or supplemental feedings;
- 3) Provide observation, monitoring and intervention for unstable medical conditions;
- 4) Provide training in self-administration of medications;
- 5) Provide restorative or rehabilitative nursing including bladder and bowel retraining and the supervision of, or provision of, maintenance therapy procedures;
- 6) Provide supportive nursing such as general maintenance care of colostomy and ileostomy, changing dressings, prophylactic skin care to avoid skin breakdown, foot and nail care, and routine care of incontinent participants, including incontinence supplies;
- 7) Provide emergency care including notification of physician or ambulance:
- 8) Provide for regular inspection of drug storage conditions; and,
- 9) Any other direct nursing service requiring skilled nursing treatment.
- f. Emergency Services Instructions for dealing with emergency situations shall be established in writing. Such instructions must include name and telephone number of a physician on call, written arrangements with a nearby hospital for

inpatient and emergency room service, and provision for ambulance transportation. A contact name and telephone number shall be maintained for each participant in case of emergencies. An evacuation plan diagram and documentation of evacuation drills must be posted.

- g. Emergency Plan A written procedure for handling emergencies shall be posted in the center and in all center vehicles. The emergency plan shall include the following:
  - 1) A written agreement with the participant or family regarding arrangements for emergency care and ambulance transportation;
  - 2) Written procedure for medical crises, and an easily located file for each participant;
  - 3) Listing of identifiable information (physician's name and telephone number, family's name, and hospital needed in emergencies);
  - 4) Staff training to ensure smooth implementation of the emergency plan; and,
  - 5) Plan for handling emergencies during transportation.
- h. Pre-admission Assessment A pre-admission assessment shall be conducted either in the participant's home or at the center. This includes:
  - 1) Review of intake information;
  - 2) Review of medical forms:
  - 3) ADL's/IADL's;
  - 4) Signing of all consent forms (release of information, emergency information); and,
  - 5) Signing of application.

As part of the assessment process, the applicant and family members or other caregivers shall have at least one personal interview with a program staff member.

- i. <u>Enrollment Agreement</u> It is highly recommended that there be a signed enrollment agreement that includes the following:
  - 1) Scheduled days of attendance;
  - 2) Services and goals of center;
  - 3) Transportation agreement;
  - 4) Emergency procedures;
  - 5) Releases from liability (e.g., field trips); and,
  - 6) Conditions for termination from service or discharge.

The participant and/or caregiver should receive a copy of the enrollment agreement and a copy of the center's grievance procedures.

j. <u>Inter-Disciplinary Team Assessment</u> - A comprehensive written assessment shall be completed in order to collect sufficient information to develop the individual=s plan of care. The assessment shall be completed within eight days (8) of attendance in the program or within no more than 30 calendar days. The level of detail shall depend upon the level of care to be provided.

The assessment may include the person's health profile (medical records, medical history, verification of medical regime, primary physician and other specialists, and physician's restrictions), social history, formal and informal support systems, including caregiver information and assessment of caregiver stress, activities of daily living skills, mental and emotional status, community and financial resources.

- k. Medical Report A current medical report (based upon an examination completed within six (6) months prior to admission) including diagnosis, medication, other treatment recommendations, and verification of the absence of communicable disease (including tuberculosis screening) shall be obtained from the physician prior to enrollment unless exception is necessary. Each participant shall provide a name and number of a physician to contact in the event of an emergency and for on-going care.
- l. Written Individualized Plan of Care The goal of the plan of care is to increase the functioning of the participant to the optimum level and maintain it at that level. The written plan of care shall reflect the individual's strengths, needs and problems and shall be developed by an inter-disciplinary team through a team conference. It shall include realistic, specific, verifiable and achievable objectives, which are both long-term and short-term. Also to be identified are the services to be provided and responsible staff.
- m. <u>Service Documentation</u> Progress notes on each participant shall be written quarterly and shall reflect at least the plan of service, goals and objectives, and the participant's status in regard to the services. Treatment notes and notes on significant events shall be recorded according to professional standards, when appropriate.
- n. <u>Discharge Plan</u> Many participants take part in adult day care on a long-term basis. However, discharge plans are necessary and appropriate for those who will leave the program because of changes in need and functional status.
- o. <u>Evaluations</u> Evaluations provide information concerning the effectiveness in reaching established goals and objectives. Evaluation is a process whereby information is secured by the agency for making appropriate program or structural changes. Evaluations include an analysis of data collected, and a comparison to the planned expectations and actual achievements, based on prevailing community standards of care.

The administrator of the adult day care program is responsible for seeing that the program evaluation is done on a regular basis with reporting to the governing body. The governing body must ensure that evaluations result in positive and constructive actions for improving agency effectiveness.

The program evaluation may be conducted either internally or externally. It is recommended that internal evaluation include individuals not directly affiliated with the center. For external evaluations, it is recommended that composition of the multi-disciplinary team include persons having expertise with the specialized populations being served.

The evaluation process selected by the agency shall examine the adult day care program on three levels: the caregiver/participant/staff level; the agency program level; and the community level. The evaluation shall include resources invested, the productivity of performance, and the resulting benefits.

Each adult day care program shall have a written plan for the evaluation of its operation and services. The program's goals and objectives shall be reviewed at least annually, but not all evaluation components need to be done that often. The plan shall include:

- 1) The purpose and reason for the evaluation;
- 2) The timetable for initiating and completing the evaluation;
- 3) The parties to be involved; and,
- 4) The areas that will be addressed.

### 2. Location of Service

- a. A day care center for adults should be located close to the population it serves.
- b. A telephone shall be readily available to staff in emergencies.
- c. The center shall use rooms that are appropriately ventilated, with proper lighting.
- d. The center must meet all applicable handicapped accessibility standards.
- e. There must be adequate heating and cooling to maintain a comfortable temperature. All heating and cooling equipment must be adequately protected so that participants cannot come in direct contact with equipment.
- f. Drinking water from a source approved by the Mississippi State Department of Health Department (MSDH) and supplied by sanitary means must be located in or near the rooms usually occupied by participants.

- g. Adequate bathroom facilities, including hand washing basin, must be readily accessible from the areas where most of the center activities take place. Paper towels must be available in all bathrooms.
- h. Isolation space must be available in which a sick or upset participant can be cared for temporarily.
- i. Floors and walls must be free from dampness and odors and must be kept clean.
- j. The building must be approved by the local fire department to be free from fire hazards; the facility must also be approved by the MSDH for sanitation and for other health protective measures. Certification of approval must be visibly located in the center.
- k. There must be at least two (2) exits and the exit doors must open outward.

### 3. Access to Service

The client may enter the service system through an appropriate referral.

### 4. Delivery Characteristics

- a. Each client record must include:
  - 1) Emergency contact person's name and telephone number;
  - 2) Approval/termination for services;
  - 3) Consumer Information Form which contains Confidentiality and Authorization Release;
  - 4) Medical health, special dietary needs, and impairments; and,
  - 5) A plan of care.
- b. Services shall be provided a minimum of five (5) days a week and at least four to eight hours a day.
- c. The adult day care center will develop with the client a mutually agreed upon plan of care based on assessment of the client's need and resources.
- d. All staff shall participate in each individual's plan of care, established during the assessment and reassessment to achieve the goals set for individual through planed objectives.
- e. There shall be one staff member assigned to provide care for every ten adult day care participants, depending upon the physical capabilities of the clients. {Preferably the ratio is a minimum of one (1) six (6)}

f. The adult day care center shall have access to nursing services if a registered nurse is not on staff at the center. Access to nursing services can be attained through contractual agreements, the use of volunteers (retired registered nurses) or the use of nursing school supervisors.

### 5. Staffing

- a. There must be a person designated to be responsible for the day-to-day operations of the center.
- b. There must be adequate staff to accomplish the purpose of the program.
- c. All staff members must be emotionally and physically fit to care for persons who have physical and/or mental limitations.
- d. All persons employed by the center must provide evidence of a current or annual physical/medical examination.
- e. The staff shall be qualified by demonstrated competence, specialized background, education and experience as outlined in specific job descriptions.
- f. Volunteers must be trained and must meet minimum requirements established by the provider.
- g. All staff shall have completed First Aid, CPR, and Heimlich Technique class, or definite plans must be made for this training to be included as part of an in-service program.
- h. The adult day care provider shall check the references on all employees and volunteers.
- i. A minimum of eight hours per year in-service training shall be provided, preferably quarterly, and must be appropriate to staff job function and participant care needs.
- j. Personnel files shall contain a copy of a current license or certification if applicable to the staff position, and certification of CPR and First Aid training.
- k. Employee background check is required, due to the increase in adult abuse, child abuse, terrorist acts and false or inflated information supplied by job applicants.

### 6. Prohibited Service Activities

Only a licensed health care professional can provide nursing care, medical services, or medication, as long as these activities are part of the client's approved plan of care.

### 7. Qualifications

Qualifications outlined in the *Adult Day Care 1990 Proposed Standards will apply to anyone hired after October 17, 1990.* A waiver of exception can be requested from the Division of Aging and Adult Services.

a. <u>Program Director</u> - (also known as center manager, site manager, center director, center coordinator)

Under the direction of the Administrator, the Program Director organizes implements and coordinates the daily operation of the Adult Day Care program in accordance with participants' needs and any mandatory requirements. The Program Director shall have a Bachelor's Degree in health, social services, or a related field, with one year's supervisory experience (full-time or equivalent) in a social or health service setting. Sample duties may include supervision of, or direct responsibility for, the following:

- 1) Planning the day care program to meet individual needs of the participants, liaison with community agencies, and provision of services to individuals and families when necessary.
- 2) Coordinating the development and on-going review and monitoring of participants' individual plan of care, and making necessary program adjustments.
- 3) Establishment, maintenance and monitoring internal management systems to facilitate scheduling and coordination of services, and for the collection of pertinent participant data.
- 4) Recruitment, hiring and general supervision of all staff, volunteers, and contractors.
- 5) Training and utilization of volunteers with consideration of their individual talents and program activities to work effectively with the day care program.
- b. <u>Social Worker</u> Shall have a Master's Degree in social work and at least one year of professional work experience (full-time or the equivalent) or a Bachelor's Degree and three years experience in a health or social service setting. (All social workers must be licensed by the Mississippi State Board of Examiners for Social Workers and Marriage and Family Therapists.)
- c. <u>Nurse</u> Shall be a licensed registered nurse or hold a Bachelor's Degree in nursing (BSN) with valid state credentials and a minimum of one year

- applicable experience (full-time or equivalent) in working with the aged and disabled.
- d. <u>Activities Coordinator</u> Shall have a Bachelor's Degree plus one (1) year of experience (full-time or equivalent) in social or health services.
- e. <u>Program Assistant/Aide</u> Shall have one(1) or more years of experience in working with the aged and disabled in a health care or social service setting.
- f. <u>Secretary/Bookkeeping</u> Shall have at least a high school diploma or equivalent and skills and training to carry out the duties of the position. Preferably a Bachelor's Degree in Accounting or high school diploma and five (5) years experience in Accounting.
- g. <u>Driver</u> Shall have a valid and appropriate state driver's license, a safe driving record and training in First Aid and CPR (cardiopulmonary resuscitation.)
- h. <u>Custodian</u> Shall be knowledgeable and experienced in maintaining a service facility.
- i. <u>Volunteers</u> Shall be individuals or groups who desire to work with Adult Day Care participants and shall take part in program orientation and training. The duties of volunteers shall be mutually determined by volunteers and staff. Duties shall either supplement staff in established activities or provide additional services for which the volunteer has special talents.

### 8. Personnel Management

- a. There shall be a description of behaviors that will not be allowed, the number of infractions that constitute reasons for termination of services, and hearing procedures for the Center.
- b. There shall be a termination and grievance procedure outlining conditions under which staff will be removed from the Center's services.

### 9. Monitoring

The Mississippi Department of Human Services, Office of Monitoring shall monitor the Adult Day Care Program three (3) times a year and at least every six (6) months.

Source: Older Americans Act of 1965, As Amended 2006 (Public Law 109-365), Section 373(e) (1)

# Attachment C Central Mississippi Planning and Development District Area Agency on Aging PROGRAM INCOME POLICY

### I. SCOPE AND PURPOSE

The purpose of this document is to transmit the policy regarding program income collection for services rendered with funds administered by the CMPDD Area Agency on Aging and the Division of Aging and Adult Services (herein called "DAAS"). A provision must be made for safeguarding program income contributed by the elderly clients served with aging funds in the most cost effective manner.

### II. REQUIREMENTS

- A. Each service that is provided in a centralized location must have the following in place:
  - 1. A lock box must be placed in each location where a service is provided which clearly indicates the service that the funds will expand, such as congregate meals, senior center and day care.
  - 2. The box must be kept locked at all times with a space at the top of the box through which contributions can be placed.
  - 3. The staff member who has access to the lock box on a daily basis should not have access to the key. The key should be maintained by a second staff member. A set time should be established, at least weekly, for the box to be accessed by both staff members and program income counted, and the amount certified by both staff members.
  - 4. Program income generated must be deposited on the same day that the lock box is opened. The form that is used by the two staff members to certify the amount of program income generated should then be attached to the copy of the bank deposit slip and forwarded to the appropriate fiscal officer to account for the funds. The bank deposit slip should clearly indicate the service that generated the program income.
- B. A mechanism must be in place to allow participants to contribute program income for each service funded through funds administered by the AAA and DAAS. When the service is not provided in a centralized location, a plan must be developed by each provider for soliciting and safeguarding program income contributions. Examples of these services include homemaker, respite, home delivered meals, etc.

- C. Program income must be expended first, prior to the expenditures of federal, state or local cash. Program income must be used to expand the service that generated the funds.
- D. The purchase of lock boxes for safeguarding program income is allowable. The cost should be charged to the service where the box will be used. For instance, a lock box purchased for a congregate meals site should be charged to the congregate meals project management funds.
- E. Program income generated by the nutrition program must be applied to the cost of the meal and will not be budgeted for the project management. Procedures for submittal of nutrition program income will be established with each individual provider.
- F. Contractor should develop a suggested contribution schedule for services. In developing such a schedule, contractor must consider the income ranges for older persons in the community. Means tests may not be used.
- G. No older person will be denied a service because the older person will not or cannot contribute to the cost of the service.

### III. EFFECTIVE DATE

This policy is effective immediately and shall remain in effect until modified or replaced by the Central Mississippi Planning and Development District Area Agency on Aging.

Authorized Signature and Title	Date

### CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

	E OF MISSISSIPPI VTY OF
CONT	TRACT FOR
1.	<u>Parties</u> - The parties to this Contract are <u>Central Mississippi Planning and Development</u>
	District (herein called the "Agency) and (herein called "Contractor").
2.	<u>Purpose</u> - The purpose of this Contract is to engage the services of the Contractor to
	perform the following services Quality Assurance
	Standards under the following sources of funding Any
	change of the intent of this Contract must in writing and mutually assented to by both
	parties.
3.	Service Objectives and Cost - The Contractor shall provide, in an expedient and satisfactory
	manner as determined by normal, reasonable circumstances, the services described in Exhibit
	B, entitled Service Objectives and Cost. Services shall be performed in accordance with the
	Quality Assurance standards attached hereto and made a part of the Contract thereof by
	reference as Attachments.

4.	Period	of Performance

- (1) This Contract shall begin on October 1, 2019.
- (2) This Contract shall end on September 30, 2020.
- 5. <u>Location of Service</u> Services will be provided in the area(s) of
- 6. <u>Cost of Contract</u> Funding for this Contract will not exceed the amounts shown below:

	Federal	<u>State</u>	Local <u>Cash</u>	Local <u>In-Kind</u>	Program Income	<u>Total</u>
Title III B						
Title III C1						
Title III C2						
Title III D						
Title V						
USDA						
NFCSP						
SSBG						
Special State						
Total for Contract	\$	\$	\$	\$	\$	\$

This Contract is subject to the availability of funds from all resources. Of the total amount of Local cash/in-kind \$0 local cash and \$0 local in-kind will be provided by the "Contractor." The budget or Service Objectives and Cost are herein made a part of this Contract by reference as reflected in Exhibit(s).

7. Method of Payment - This is to be a (n) (unit cost/cost reimbursement/advance)

Contract. The Contractor shall submit to the Agency a Request for Funds by the fifteenth calendar day of each month that the Contract is in force. The Agency shall process the Requisition for Funds in its normal course of business, and if it is found in order, shall cause payment thereon to be made. For any Request for Funds to be processed, the Agency must receive monthly Program Reports and Financial Reports as outlined in Section 8 of this Contract. (On performance based/unit of service Contracts, the advance request must be based upon the projected number of units of service multiplied by the unit cost less local match and program income.)

### 8. <u>Financial and Program Reporting Requirements:</u>

The <u>Contractor</u> shall submit to the Agency program reports and financial reports as follows:

	Frequency	<u>Due Date</u>
Service Provider Log(s)	Monthly	5 <sup>th</sup> working day
Programmatic Reports	Monthly	5 <sup>th</sup> working day
Financial Report	Monthly	<u>15th</u>
Final Financial Report	Annually	September 30, 2020

9. <u>General Terms and Conditions</u> - This Contract is hereby made subject to the terms and conditions included in Exhibit A entitled "General Terms and Conditions" which is attached hereto and made a part hereof by reference.

10. <u>Special Terms and Conditions</u> - This Contract is hereby made subject to the terms and conditions included in Exhibit C, entitled "Special Terms and Conditions," which is attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF the Agency and the Contractor have executed this Contract on the  $1^{st}$  day of October.

### CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/ AREA AGENCY ON AGING

ATTEST:	BY:
	Authorized Official
	Michael Monk, Chief Executive Officer
	SUBCONTRACTOR:
ATTEST:	BY:
	TITLE:

### ASSURANCE OF OBLIGATION OF MATCHING FUNDS

This is to certify that		will provide
(Nam	e of Source of Matching Funds)	r
	Agency)	
(Name of Applicant	t Agency)	
provision of(List Services(s	services in	the county(ies)
(List Scrvices(s	) to be Frovided	
(List name(s) of County(ies)	during Fiscal Years 2019-2021	
(List hame(s) of County(les)		
The amount of cash monie	s obligated to this project is \$	
and the value of the inkind monie	s obligated to this project is \$	
This is a total amount obligated or	f\$	
On behalf of the Name of	Source of Matching Funds)	l certify that I
am authorized to make this obliga	tion for the aforementioned funds	
Signature	Date	
Typed Name and Title		
Typed Name and Title		
Witness		

### Attachment F

**Budget Summary** 

### INSTRUCTIONS FOR COMPLETING CMPDD/AAA COST SUMMARY SUPPORT SHEET

- Fill in the name of the applicant agency. BLOCK 1 BLOCK 2 To be assigned by CMPDD/AAA. Indicate FY 2019 - 2020 and proposed funding source (Title Ill or SSBG). BLOCK 3 BLOCK 4 Complete the beginning date of the contract. BLOCK 5 Complete the ending date of the contract. A separate "Cost Summary Support Sheet" (CSSS) should be completed for BLOCK 6 each activity. In this block, fill in the activity that this particular CSSS is being submitted for, such as Homemaker, Home Delivered Meals, etc. BLOCK 8 Fill in only the following cost categories: Salaries; Fringe Benefits; Travel; Consumable Supplies; Contractual Services; Equipment; Indirect Cost; and Other Costs. Complete only if funds are being budgeted for expenditure. BLOCK 9 Complete the description in sufficient detail to affect how the costs budgeted were calculated. Each cost category should be described as follows:
  - A) Salaries list the position(s) to be paid with the annual salary and the percent of time to be spent conducting the activity listed in Block 6.
  - B) Fringe Benefits list each fringe benefit and the percent or amount of funds for each fringe benefits (whichever is applicable). Give the total funds budgeted for each fringe benefit.
  - C) Travel list each type of travel expense to be incurred, for example, "1,000 miles @ \$.58/mi = \$580; meals @ \$20/day x 5 days; lodging @ \$45/night x 3 nights, etc.
  - D) Consumable Supplies office and operating supplies, including paper, file folders, pens, pencils, etc.
  - E) Contractual Services -includes audit fees to be paid to a CPA firm to audit the program. Also includes eligible costs necessary to operate each activity, such as postage, telephone, printing, lease, rental, and equipment maintenance agreements.
  - F) Equipment-include purchase price of equipment. Lease, rental, and equipment service agreements are to be listed in the "Contractual Services" cost category. Justification for equipment purchases, along with a proposed equipment list, must be submitted on a separate sheet for approval.
  - G) Indirect Cost -include base and amount multiplied times the appropriate approved indirect cost rate. A complete copy of the indirect cost plan should be included as part of the proposal package.

### **Budget Summary**

List separately each budget activity for which a separate Cost Summary Support Sheet has been prepared. Enter the Source of Funds for each budget activity. The amount entered on the Budget Summary must come from the Total Costs line on the bottom of the Cost Summary Support Sheet.

### **Cost Summary Support Sheet**

This sheet is used to identify each of the budget categories and line items authorized under each of the budget activities on the Budget Summary and to provide a description of the item and the basis for valuation or cost. Budget categories that may be used are: salaries, fringe benefits, travel, contractual services, commodities, equipment and indirect costs.

# CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT COST SUMMARY SUPPORT SHEET

					Ř	Page	of Pages	
1. Applicant Agency								
2. Agreement Number	3. Grant ID	ŧΩ		4. Beginning		5. Ending		
6. Activity								
7. Budget Category					8. Budget			
-		Federal	State	Local	Program	In-Kind	Total	
			,					
								-
								e*
TOTAL		<del>У</del>	<del>У</del>	↔	· <del>Ω</del>	↔	₩	

# CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT BUDGET SUMMARY

Page of	Pages		-			
1. Applicant Agency:						
2. Agreement Number:	3. Gr	3. Grant ID	4. Beginning			5. Ending
6. Submitted as Part of (check one): A. Funding Request	() B. Mc	B. Modification ()	C. Modificatic	C. Modification Effective Date:		
7. Budget Activity		`		Funding Sources		
	Federal	State	Local	Program	In-Kind	Total
						-
					-	
					1	
TOTAL	\$	\$	\$	\$	\$	٠ <u>~</u>

9

### CMPDD, INC.

FY 2020 ALL	<u>OCATIONS</u>	anchemical description of the second	FINAL
GEOGRAPHIC AREA	SERVICE	FUNDING SOURCE	FED/STATE DOLLARS
	Title III B Service	<u>s</u>	
RANKIN	OMBUDSMAN	TITLE III B	13,500
WARREN	OMBUDSMAN	TITLE III B	13,500
COPIAH	OMBUDSMAN	TITLE III B	13,500
MADISON	OMBUDSMAN	TITLE III B	15,000
SIMPSON	OMBUDSMAN	TITLE III B	12,000
SIMPSON	I & R	TITLE III B	18,941
COPIAH	I & R	TITLE III B	18,940
MADISON	I & R	TITLE III B	17,452
DISTRICT-WIDE	ADULT DAY CAI	RE TITLE III B	195,000
RANKIN	OUTREACH	TITLE III B	15,000
SIMPSON	OUTREACH	TITLE III B	14,000
WARREN	OUTREACH	TITLE III B	15,000
CITY OF JACKSON	OUTREACH	TITLE III B	13,000
HINDS	OUTREACH	TITLE III B	26,821
YAZOO	OUTREACH	TITLE IIIB	11,000
COPIAH	OUTREACH	TITLE IIIB	11,000
MADISON	OUTREACH	TITLE III B	16,000
RANKIN	TRANSP.	TITLE III B	35,000
YAZOO	TRANSP.	TITLE III B	52,000
COPIAH	TRANSP.	TITLE III B	52,000
HINDS	TRANSP.	TITLE III B	45,000
CLINTON	TRANSP.	TITLE III B	29,950
WARREN	TRANSP.	TITLE III B	50,000

LEGAL SERVICES TITLE III B

20,000

DISTRICT-WIDE

# FY 2020 ALLOCATION PAGE 2

GEOGRAPHIC	SERVICE	FUNDING	FED./STATE
	TITLE III C	1, <u>C2</u>	
PEARL MAGEE YAZOO COPIAH CLINTON CITY OF JACKSON MADISON HINDS COUNTY  PEARL RANKIN SIMPSON YAZOO CLINTON HINDS COUNTY COPIAH WARREN	CONGREGATE CONGREGATE CONGREGATE CONGREGATE CONGREGATE CONGREGATE CONGREGATE CONGREGATE CONGREGATE HOME-DEL. HOME-DEL. HOME-DEL. HOME-DEL. HOME-DEL. HOME-DEL. HOME-DEL. HOME-DEL.	III C1 III C2	19,000 20,000 31,200 64,145 22,000 45,266 25,000 53,315 21,000 68,000 40,000 124,000 19,271 119,200 85,000 72,100
CITY OF JACKSON	TITLE XX, SSBG	TITLE XX	230,000
SIMPSON MADISON CITY OF JACKSON	TRANSP. TRANSP. TRANSP.	TITLE XX TITLE XX TITLE XX	48,000 75,000 142,115

### **FY 2020 ALLOCATIONS**

### Page 3

GEOGRAPHIC AREA	SERVICE	FUNDING SOURCE	FED./STATE DOLLARS
RANKIN SIMPSON WARREN YAZOO COPIAH HINDS	HOMEMAKER HOMEMAKER HOMEMAKER HOMEMAKER HOMEMAKER HOMEMAKER	TITLE XX TITLE XX TITLE XX TITLE XX TITLE XX TITLE XX	33,500 42,500 42,500 40,000 35,000 86,130
MADISON  DISTRICT –WIDE	HOMEMAKER  TITLE III E  IN-HOME RESPITE		33,500 110,000
DISTRICT-WIDE  DISTRICT (IN-HOUSE) (Rankin, Madison, City of Ja	STATE ALLOCA HOME-DEL State ackson)	<u>ATION</u>	60,104

### NOTES FOR BUDGET CALCULATIONS:

- 1. All services listed under Title IIIB, Title IIIC1 and Title III C2 require a 10% match, cash or In-kind. Amount listed for each service is 90% of the budget.
- 2. All services listed under Title XX require a minimum of 25% match, In-Kind @ 15% and Cash @ 10%. Example: Services listed on Allocation Sheet under Title XX amounts to 75% of the budget.
- 3. All services listed under Title IIIE require a 25% match, In-Kind or Cash. Amount listed for each service under this category is considered at 75% of the budget.

### **Estimated costs not actual costs:**

4. Meal Prices for FY 2020:

Bulk \$2.917 Shelf-Stable \$3.329 Pre-plated \$3.329

Frozen Meal/Powdered Milk - \$3.211

Frozen Meal/Liquid Milk-\$3.339

Delivery Charge - \$1.278

NSIP/USDA - \$.80

# of Serving Days with Home-Delivered Meals Program – 261 Days # of Serving Days with the Congregate Meals Program – 250 Days

### Attachment G

### TERMS AND CONDITIONS

The proposing agency agrees to comply with all terms and conditions stated in the request for proposal and in the core model contract. This agreement applies to the proposed contract with Central Mississippi Planning and Development District Area Agency on Aging for services for the period of October 1, 2019 to September 30, 2020.

AGENCY:		
BY:		
	Signatory Official	

### Attachment H

### STATEMENT OF NON-INVOLVEMENT

The bidder has not had any prior involvement in performing a feasibility study of the implementation of the subject, in participating in drafting of the RFP, or in developing the subject program.

AGENCY:		
BY:		
	Signatory Official	

#### Attachment I

### CERTIFICATE REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of the U.S. Congress in connection with the awarding of any Federal contract, making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization	State
Authorized Signature	Date
Titlo	West and the second

## CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/AREA AGENCY ON AGING Certifications Regarding Unresolved Monitoring Findings; Unresolved Audit Findings; And Litigation Occurring Within The Last Three (3) Years

Identify any unresolved monitoring findings re Subcontractor during the last three (3) years an	lated to any programs that have been received by the d the status of each finding:
Identify any unresolved audit findings related t the last three (3) years and the status of each fin	o any programs received by the Subcontractor during nding:
	arings that the Subcontractor, the Subcontractor's ors have been involved in during the last three (3) he case:
provided above is true and complete to the best	bcontractor, I hereby certify that the information of my knowledge.  ander Which the Subcontractor Has Done Business:
Subcontractor Address and Any Other Addresses the	
TYPED NAME AND TITLE OF THE CONTE	RACTOR'S AUTHORIZED REPRESENTATIVE
SIGNATURE	DATE

### Attachment K

Screening Form

### MISSISSIPPI CONSUMER INFORMATION FORM

Area Agency on Aging \_\_\_\_

Date



Total (IADL) Score:

1. CLIENT IDENTIFICATION	15. HOUSEHOLD MONTHLY II	NCOME .
Prefix Client's Lastname First Name	16. INCOME BELOW THE N	ATIONAL
Prefix Client's Lastname First Name	POVERTY LEVEL?	(Ontions See Instructions)
Middle Initial Suffix Client also known as/Nickname	17. SOCIAL SECURITY	ISS Retirement │ □SS Disability I Receives Private Pension
Date of Birth*	18. MEDICARE	PART
Social Security Number	19. MEDICAID	
Email Address	20. GUARDIAN INFORMATION	□Yes, Voluntary □Yes, Involuntary □No
□Homeless □Requires Assistance in an Emergency	Name of Person/Organization	
Case Manager	Guardian/Conservator Type	
Family Members	Durable Power of Attorney	
Address of Client	21. ASSESSMENT OF DAIL	(Options, See Instructions) Y LIVING
	Assessment Date:	
Physical Address City State Zipcode	BATHING	DRESSING
Mailing Address City State Zipcode	☐ 0 - Independent ☐ 1 - Supervision	☐ 0 - Independent ☐ 1 - Supervision
Mailing Address City State Zipcode  Directions to Client's Home	☐ 2 - Require Assistance Sometim	es 🛘 2 - Limited Assistance
	☐ 3 - Mostly Dependent ☐ 4 - Totally Dependent	☐ 3 - Extensive Assistance
	5 - Activity Does Not Occur	<ul> <li>☐ 4 - Totally Dependent</li> <li>☐ 5 - Activity Does Not Occur</li> </ul>
Phone (1) Type	TOILET USE	TRANSFER MOBILITY
Phone (2) Type	☐ 0 - Independent	☐ 0 - Independent
(Options, See Instructions)	1 - Supervision	1 - Supervision
2. ADDITIONAL CONTACT INFORMATION	☐ 2 - Sometimes Dependent ☐ 3 - Mostly Dependent	□ 2 - Minimal Assistance Required □ 3 - Mostly Dependent
Contact Type	☐ 4 - Totally Dependent	☐ 4 - Totally Dependent
Relationship to Client (Options, See Instructions)	☐ 5 - Activity Does Not Occur	☐ 5 - Activity Does Not Occur
Name (Last, First, M.I.)	EATING	WALKING IN HOME
Address	☐ 0 - Independent ☐ 1 - Supervision	□ 0 - Independent
Address City State Zip	☐ 2 - Sometimes Dependent	☐ 1 - Supervision ☐ 2 - Limited Assistance
Phone (1) Type	☐ 3 - Mostly Dependent	3 - Extensive Assistance
	☐ 4 - Totally Dependent ☐ 5 - Activity Does Not Occur	☐ 4 - Totally Dependent
1,70		☐ 5 - Activity Does Not Occur  DNS OF ACTIVITIES OF DAILY LIVING
Email Address	The second street observation	ON ACTIVITIES OF DAILY LIVING
Physician Contact #		
Physician's Name (Last, First, M.I.)  3. DEMOGRAPHICS		Total (ADL) Score:
Gender □M - Male □F - Female	22. INSTRUMENTAL ACTIVIDURING the past seven days, and co	TIES OF DAILY LIVING (IADL)
Client less than 60 ☐Spouse ☐Meal Volunteer	you rate the Client's ability to perfo	rm the following:
□Disabled □Lives in Elder Housing □Live with Client	MEAL PREPARATION	MANAGING MEDICINES
Race?	☐ 0 - Independent	☐ 0 - Independent
Ethnicity?*	☐ 1 - Sometimes Dependent ☐ 2 - Mostly Dependent	1 - Needs Reminders
4. IS THE CLIENT MINORITY?   □Yes: Score = (3)	☐ 3 - Totally Dependent	☐ 2 - Somewhat Dependent ☐ 3 - Totally Dependent
5. CLIENT PRIMARY LANGUAGE	☐ 4 - Activity Does Not Occur	4 - Activity Does Not Occur
(Options, See instructions)	MANAGING MONEY	<b>HEAVY HOUSEWORK</b>
□Need Translation □Limited English □English Fluent □English Literate □Illiterate	☐ 0 - Completely Independent	☐ 0 - Independent
□English Literate □Illiterate  6. RELATIONSHIP STATUS □Divorced □Married	☐ 1 - Need Assistance Sometimes ☐ 2 - Need Assistance Most of the Tin	☐ 1 - Supervision  □ 2 - Minimal Assistance Required
□Decline to State □Separated □Single/Never Married	☐ 3 - Completely Dependent	☐ 3 - Mostly Dependent
□Widowed	4 - Activity Does Not Occur	☐ 4 - Activity Does Not Occur
7. EMPLOYMENT STATUS	LIGHT HOUSEWORK	SHOPPING
8. VETERAN STATUS (Options, See Instructions)	☐ 0 - Independent ☐ 1 - Need Assistance Sometimes	☐ 0 - Independent ☐ 1 - Somewhat Dependent
□Spouse of Veteran □Child of Veteran	☐ 2 - Need Assistance Most of the Tin	ne 2 - Mostly Dependent
9. IS THE CLIENT ADDRESS RURAL?	☐ 3 - Unable to perform Task	□ 3 - Totally Dependent
10: HOUSING TYPE ☐Home/Own ☐Home/Rent	☐ 4 - Activity Does Not Occur	4 - Activity Does Not Occur
□Other □Apartment/Duplex	TRANSPORTATION  0 - Independent	TELEPHONE
□ Adult Care Residence/Personal Care/Assisted Living  11. LIVE-WITH  □ Lives Alone □ Other Family	☐ 1 - Somewhat Dependent	☐ 0 - Independent ☐ 1 - Needs Verbal Assistance
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	☐ 2 - Mostly Dependent	☐ 2 - Needs Some Human Help
12: REFERRAL SOURCE	3 - Totally Dependent	☐ 3 - Needs a lot of Human Help
(Options, See instructions)	☐ 4 - Activity Does Not Occur	☐ 4 - Cannot Perform Function at all w/o Help
13. SOURCE OF SUPPORT (LIST) (Options, See Instructions)	Comments	·•
14. PRIMARY TRANSPORTATION		
(0-1 0-1		

23. NU I HI I IUN H	ISK ASSESSME		HISK SCORE	based on scoring below	v Paris de la Company	swers only and assign a f	
1. Has the Client mad	de any changes in l	felong eating	nabits because of	health problems?		□No	☐ Yes (1)
2. Does the Client ea						□ No	☐ Yes (3)
3. Does the Client eat fewer than 5 servings of fruits or vegetables every day?						□ No	☐ Yes (1)
4. Does the Client eat fewer than 2 servings of dairy products (Such as milk, yogurt, or cheese) every day?						□ No	☐ Yes (1)
5. Does the Client sometimes not have enough money to buy food?						□ No	☐ Yes (4)
Does the Client have trouble eating well due to problems with chewing/swallowing?      Does the Client eat alone most of the time?						□ No	☐ Yes (2)
						□ No	☐ Yes (1)
Without wanting to, has the Client lost or gained 10 pounds in the past 6 months?      Does the Client need help to shop, cook and/or feed themselves (or get someone to do it for them)?						□ No	☐ Yes (2)
						□ No	☐ Yes (2)
10. Does the Client ha						□ No	☐ Yes (2)
11. Does the Client tak 12. Does the Client ha	.e 3 of more uniere: ve dishetee?	it prescribed (	r over the counter	r drugs per day?	***************************************	□No	☐ Yes (1)
						□No	☐ Yes (6)
ADDITIONAL COM	IMENTS:					TOTALS:	
SCORE 0 - 5: LOW	(SCORE = 0)	SCORE 6 - 20:	HIGH RISK (SCOR	RF - 6)			
SECURE CONTRACTOR SECURIOR SEC					NUTRITI	ON RISK SCORE:	
24. SERVICE REC	UESTED					NOTES:	
		SERVIC	E Start Date	e: SERVICE	Start Date:		
SERVICE Str	and Date:	05000					
SERVICE SI	art Date:	SERVIC	E Start Date	e: SERVICE	Start Date:		
SERVICE Sta	art Date:	SERVICI	E Start Date	e: SERVICE			
	ar bate.	SERVICI	s Start Date	e: SERVICE	Start Date:		
I certify that all the in	formation I have give	en on this for	n is true and com	plete to the best of my	knowledge. In appl	ying for services	
through the Division shared with appropria	or Aging and Addit	Services and i	is providers, I give	my permission for th	e information on this	form to be	
	•						
Si	gnature or Mark of	Consumer/Clie	ont		Date		
	•				Date		
Si	gnature or Mark of	Person Compl	eting Form		Date		
Service Start Date:				Service Provider			
1							
				Contact Person			
Service Denied Date:					Mississippi Gethelp		
25. CONSUMER S	1.00			nd 23 add ADL's and I	ADL's scores for To	tal Consumer Score	
Minority Status	Rura	l Status	!	ncome Status			
ADL Score	LADI	Score			TOTAL CO	NSUMER SCORE_	
FAMILY CAREGIVER SU				Nutrition Risk	— V — Marie Vietnie (1988)	est i menter di 1000 e fullamenti penginar.	966, 1266, 17, 25 11 (160 11 11 11 11 11 11 11 11 11 11 11 11 11
	AT OIT CAREGIVE	IN ASSESSIMIC	AT THILL IN OMEA	IF CLIENT IS CAREGI	/ER] (Record Caregi	ver Answer)	
Type of Assessment		al	☐ Reassessr	nent Assessment D	ate:		
Where does the caregive		n Care Recipie	nt ☐ Separate r	esidence, close proxir	nity 🛘 Separate res	idence, over 1 hour awa	0
Is the Caregiver providing	ng care to disabled	? □ Yes	□ No Care B				iy?
Is the Caregiver's Care I	Recipient under and			laciniant's Name			iy?
Does the Caregiver prov	too.p.o.n. unaci age	19? □ Yes	□ No	lecipient's Name			
			□ No				ay?
BATHING			□ No services to the red	cipient?	Y EATING	WALKING IN THI	
BATHING  ☐ (0) Independent	ide assistance with	the following TOILE	□ No services to the red T USE	cipient? TRANSFER MOBILIT		WALKING IN THI	Е НОМЕ
	ride assistance with	the following TOILE	□ No services to the red T USE ndependent	cipient? TRANSFER MOBILIT	☐ (0) Independer	nt 🛘 (0) Independer	E HOME
☐ (0) Independent	ride assistance with DRESSING □ (0) Independen □ (1) Sometimes	the following TOILE t (0) II	□ No services to the red T USE ndependent Cometimes	ciplent? TRANSFER MOBILIT  (0) Independent (1) Sometimes	☐ (0) Independer☐ (1) Sometimes	nt ☐ (0) Independer	E HOME
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