

**CENTRAL MISSISSIPPI PDD
AREA AGENCY ON AGING**

REQUEST FOR PROPOSAL

FOR

Legal Assistance Program

FISCAL YEAR OCTOBER 1, 2019 - SEPTEMBER 30, 2020

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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:

Legal Assistance 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.

Legal Assistance is broadly defined in the Older Americans Act as “legal advice and representation by an attorney (including the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an Attorney), and includes counseling or representation by a non-lawyer where permitted by law to older individuals with economic and social needs.

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.

The geographic areas where these legal 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.

Services are to be located as outlined in the Quality Assurance Standards for the Legal Assistance Program (2. Location of Service) Attachment B.

Legal Assistance services are provided to any Mississippian 60 years of age or older. Providers, however, shall, concentrate on legal subjects and case priorities which will serve to prioritize services toward older individuals with the greatest economic and social need.

The primary purpose of legal assistance are as follows:

1. To assist older persons to identify possible legal problems;
2. To assist older persons in the legal process to resolve problems while preserving their legal rights and entitlements.

Special Requirements:

Legal Assistance 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:

<u>Sources of Funds</u>	<u>Percent of Match</u>
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 legal assistance services will be based upon performance with a cost per unit of service.

The method of payment for legal 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 legal 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 **July 18, 2019 by 4:00 p.m.** 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 July 24, 2019 at 10:00 a.m. 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 September 30, 2019 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 15th calendar day for the previous month.

Client service logs will be due each month by the 5th 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.

Five copies of the proposal must be forwarded to the AAA. 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 legal services 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 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

Title of Proposal: _____ Date: _____

Proposer: _____ 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
6. The proposal includes the most recent peer review of the auditor who conducted the most recent audit report. Yes/No
7. The proposal includes proof of current workers' compensation insurance coverage or statement of exemption from coverage. Yes/No

Weighted Value (WV) of Major Categories

Category #1 Response to Introduction (WV = 1)

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

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 20

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 (0- 10)
Criterion #2: the proposal contains the type of staff necessary to provide the services (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

Category #4 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 540

The formula for scoring each proposal is as follows:

- a. Rate each criterion under each category from zero to 10
- b. Multiply the rating of each criterion under each category by the category's weighted value (WV). This gives a score to each criterion.
- c. Add the scores under each category.
- d. Add the total scores of each category to get a total proposal score.
- e. The minimum score for consideration is 264.

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. Renegotiations or Modifications - 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. Assignability - 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. Interest of Contractor - 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. Confidentiality - 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. Participant Complaints - 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. Indemnification - It is expressly agreed that the Contractor shall hold the Agency and Mississippi Department of Human Services Division of Aging and Adult Services 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. Non-Waiver of Breach - 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. Audit and Records - 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 (15th) 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.
21. 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 www.sam.gov 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. Recruitment - 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. Budget - 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. Return of Funds - The Contractor agrees that any funds advanced and not expended shall be considered Federal funds and shall be returned to the Agency.
5. Training - The Contractor shall send personnel to training as required by the Agency.
6. Holidays - 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. Consultation - 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. All Terms and Conditions Included in the Contract - 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. Program Specialists - 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. Program Monitor/Auditor - 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 set forth in the Contractor's proposal(s).
13. Local Non-Federal Participation - 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. Collection of Data - 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. Follow-up Services - 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. Additional Aging Services - The Contractor shall assist participants in taking advantage of benefits under other programs.
 18. Coordination of Services - 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. Targeting - 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. Late Reporting Sanctions - 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 sub-recipients.

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. Reimbursement - 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. Personnel Policies - The Contractor shall have approved Personnel Policies and Procedures. These documents must be available for review by the Agency upon request.
23. Screening Procedures - 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. Contribution Schedule - 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. Participant Contributions/Program Income - 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. Program Reporting - 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. Availability of Funds - 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. Inventory - All Contractors must maintain a written physical inventory of equipment purchased.
30. Costs in Excess of Contract - All costs incurred in excess of Contract amount shall be required to be covered by the Contractor.
31. Adjustment - 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 provided 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 must 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. Program Income (Meals Program) - 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. NSIP – NSIP shall supplement for each meal served by the Contractor at a rate established by the U. S. Department of Agriculture.
35. Congregate Meal Employees and Volunteers - 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. Contract Extension - 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 or 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 sub-grantee'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) Notifying Central Mississippi Planning and Development District/Area Agency on Aging, in writing, within 10 calendar days after receiving notice under subparagraph (d)\(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title to CMPDD/AAA. Notice shall include the identification number(s) of each affected contract;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under 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 purposes by a Federal, State, or local, health, law enforcement, or other appropriate Agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation 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 of Performance (street addresses, city, county, state, zip code)

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:

DUNS#

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

LEGAL ASSISTANCE

A. Definition and Purpose

Legal Assistance is broadly defined in the Older Americans Act as "legal advice and representation by an Attorney (including the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an Attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older individuals with economic and social needs."

Legal Assistance for program delivery purposes is defined as services to assist clients to become aware of and protect their civil and legal rights through activities or direct intervention by attorneys or legal paraprofessionals (law students or paralegals).

The purpose of Legal Assistance is to:

1. assist older persons to identify possible legal problems
2. assist elderly clients in the legal process to resolve problems while preserving their legal rights and entitlements.

B. Eligibility

Any Mississippian 60 years of age or older is eligible for legal assistance services. Providers, however, shall concentrate on legal subjects and case priorities which will serve to prioritize services toward older individuals with the greatest economic and social need.

C. Unit of Service

Units of service for legal assistance shall be the following:

1. Case: A closed case as determined under reporting guidelines of the Legal Services Corporation equals one unit of service.
2. Program: One educational program presented in a group setting equals one unit of service.

D. Minimum Program Requirements

All legal assistance service providers through contractual agreement with an Area Agency on Aging shall adhere to the following requirements:

1. Service Activities

- a. Legal assistance programs must be established to comply with the requirements of Section 307 (a) (5) of the Older Americans Act and implementing regulations at Title 45, Code of Federal Regulations (CFR), Section 1321.73.
- b. Legal assistance programs must include the following components:
 - (1) Informational and educational programs for older persons on subjects involving their legal rights and responsibilities.
 - (2) Individual counseling for older clients in person and by telephone for the purpose of answering legal questions and helping to resolve simple problems.
 - (3) Individual representation of older persons by licensed lawyers or paralegals/law students under the supervision of a licensed lawyer in administrative and judicial tribunals. Case priorities must be developed to target services toward older persons with the greatest economic and social need and toward benefit programs which support the agency's long term care priorities.
 - (4) Specific educational and promotional programs to identify older persons who have had adverse administrative determinations involving entitlement programs including Social Security, Medicare, Medicaid, Food Stamps, and others as well as adverse administrative determinations involving private benefit programs. Then, to assist those persons in meritorious cases to obtain rightful benefits.
 - (5) Legal assistance programs are designed and tailored to support and supplement objectives related to the development of systems of community based long term care to include the utilization of legal assistance providers in local coordinating councils and client assessment functions where appropriate.

2. Location of Service

Legal assistance services will be delivered at any appropriate location with a provision for residential and outreach services where necessary.

3. Access to Service

The client may enter the service system at any point through an appropriate referral by area agencies, social services agencies or self referral.

4. Delivery Characteristics

- a. Services shall be delivered in support of area and state objectives in legal assistance and other aging programs, particularly efforts in support of DAAS long term care priorities.
- b. Each client receiving legal assistance services shall have a case record to include the following information:
 - (1) Name of attorney or paralegal/law student who conducted the interview at the top along with a file number, if any.
 - (2) Client name, date case opened, social security number, address, telephone number, sex, age, marital status, ethnic status.
 - (3) Sources of income: pension, Supplemental Security Income, Social Security, Old Age Survivors Disability Insurance, veterans assistance.
 - (4) Name of spouse or friend and their telephone number and address.
 - (5) Referral source: health agency, human service, other social service agency, senior citizens group, former client, friend, family, advertisement, etc.
 - (6) Client's presenting problem:
 - (a) Public assistance: denial, termination, reduction of benefits without hearing
 - (b) Social security: denial, termination, reduction of benefits without a hearing
 - (c) Veterans benefits: denial, termination, reduction of benefits without a hearing.
 - (d) Pension: denial, termination, reduction of benefits without a hearing

- (e) Medicare/Medicaid: denial, termination, reduction of benefits, refusal to pay certain benefits
- (f) Guardianship: involuntary, no hearing, etc.
- (g) Landlord/tenant: eviction, rent increase violation of housing code, harassment, lack of payment
- (h) Public housing: denial, eviction, harassment, lack of housing code compliance
- (i) Home ownership: foreclosure, special tax benefits for seniors, etc.
- (j) Bankruptcy
- (k) Family problems: divorce sought, custody problems, alimony problems
- (l) Consumer: garnishment, defective goods, unconscionable contracts, unsatisfactory services, harassment, repossession
- (m) Taxes
- (n) Wills

(7) Action(s) taken:

- (a) Referral to another agency _____
- (b) Advice given _____
- (c) Information advocacy (negotiation) _____
- (d) Representation at administrative hearings _____
- (e) Court action _____
- (f) Documents prepared _____
- (g) Investigation _____
- (h) Law reform _____
- (i) No action _____
- (j) Letters written _____

(8) Results to date:

- (a) Success _____
- (b) Partial success _____
- (c) No success _____
- (d) Other organization handling the case _____
- (e) Result unknown _____

c. Before a case is closed it should be reviewed by the individual in charge of the legal services office. A closing report form should be filled out and filed in the client folder. This form shall consist of some basic information needed, such as the following:

(1) Disposition

- (a) Referred by _____
- (b) Advice only _____
- (c) Some action short of litigation _____
- (d) Case not completed: _____
 Lost contact with client _____
 Client chose not to pursue case _____
 Attorney withdrew _____
 Attorney determined no grounds for action _____
- (e) Litigation: Administrative hearing or court case?
 Plaintiff _____ Won _____ Lost _____
 Defendant _____ Settled _____

(2) Litigated cases

- (a) Bankruptcy: Obtained _____ Not obtained _____
- (b) Housing cases: Won _____ Lost _____ Settled _____
 Eviction averted _____
- (c) Divorce: Obtained _____ Dismissed _____ Reconciled _____
- (d) Other family law cases:
 Child support: Awarded, reduced, arrearage awarded
 Custody: Won _____ Lost _____ Partial resolution _____
- (e) Consumer case: Won _____ Lost _____ Settled _____
- (f) Public assistance: Grant increase _____ Grant cut _____
 Grant averted _____
- (g) Social Security, Medicare: Grant increase _____
 Grant cut averted _____ Grant cut _____
 Disability granted _____
- (h) Guardianship: Obtained _____ Defended against _____
- (i) Will executed
- (j) Pension problem: Obtained _____ Cut averted _____
 Not obtained _____
- (k) Other: _____

(3) Preparation

- (a) Non-litigation
 Extensive negotiations _____
 Lease, contract, will prepared _____

- (b) Litigation
Extensive investigation _____
Brief-legal memo submitted _____
Motions noticed and submitted _____

- (4) Evaluation of result
Number of people benefited _____
Amount of money saved _____

d. An authorization to represent must be signed by the client on his first visit to the office.

5. Staffing

a. The Legal Assistance Attorney, paralegals and law students shall participate in training that consists of but not limited to:

- (1) orientation on government benefits program such as, social security, Medicare and pension, which are areas of law that are of importance to the elderly client.
- (2) on-going legal service training
- (3) operational procedures of the Legal Service Corporation
- (4) conferences/workshops on legal issues affecting the elderly.

6. Prohibited Service Activities

Prohibited service activities are outlined in 45 CFR Section 1321.73. All service activities shall be in compliance with applicable Federal and state laws, regulations, and applicable rules of administrative and judicial practice. In addition, an Area Agency on Aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.

7. Monitoring

- a. The MDHS Monitoring Unit shall monitor the Area Agency legal assistance service annually.
- b. The Area Agency on Aging may monitor the legal assistance service provider annually.
- c. The MDHS Monitoring Unit and Area Agency on Aging shall also conduct monitoring visits when requested or as problems occur.

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

ATTACHMENT D

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

STATE OF MISSISSIPPI
COUNTY OF _____

CONTRACT FOR _____

1. Parties - The parties to this Contract are Central Mississippi Planning and Development District (herein called the "Agency) and _____ (herein called "Contractor").
2. Purpose - 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. Location of Service - Services will be provided in the area(s) of

6. Cost of Contract - Funding for this Contract will not exceed the amounts shown below:

	<u>Federal</u>	<u>State</u>	<u>Local Cash</u>	<u>Local In-Kind</u>	<u>Program Income</u>	<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. Financial and Program Reporting Requirements:

The Contractor shall submit to the Agency program reports and financial reports as follows:

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

9. General Terms and Conditions - 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. Special Terms and Conditions - 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 1st 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
(Name of Source of Matching Funds)
the required matching funds to _____ for the
(Name of Applicant Agency)
provision of _____ services in the county(ies)
(List Services(s) to be Provided
_____ during Fiscal Years 2019-2021.
(List name(s) of County(ies)

The amount of cash monies obligated to this project is \$ _____
and the value of the inkind monies obligated to this project is \$ _____
This is a total amount obligated of \$ _____.

On behalf of the _____, I certify that I
(Name of Source of Matching Funds)
am authorized to make this obligation for the aforementioned funds.

Signature

Date

Typed Name and Title

Witness

Date

Attachment F

Budget Summary

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

- BLOCK 1 Fill in the name of the applicant agency.
- BLOCK 2 To be assigned by CMPDD/AAA.
- BLOCK 3 Indicate FY 2019 - 2020 and proposed funding source (Title III or SSBG).
- BLOCK 4 Complete the beginning date of the contract.
- BLOCK 5 Complete the ending date of the contract.
- BLOCK 6 A separate "Cost Summary Support Sheet" (CSSS) should be completed for 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.

CMPDD, INC.

FY 2020 ALLOCATIONS

FINAL

GEOGRAPHIC AREA	SERVICE	FUNDING SOURCE	FED/STATE DOLLARS
<u>Title III B Services</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 CARE	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 III B	11,000
COPIAH	OUTREACH	TITLE III B	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
DISTRICT-WIDE	LEGAL SERVICES	TITLE III B	20,000

FY 2020 ALLOCATION

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<u>GEOGRAPHIC</u>	<u>SERVICE</u>	<u>FUNDING</u>	<u>FED./STATE</u>
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TITLE III C1, C2

PEARL	CONGREGATE	III C1	19,000
MAGEE	CONGREGATE	III C1	20,000
YAZOO	CONGREGATE	III C1	31,200
COPIAH	CONGREGATE	III C1	64,145
CLINTON	CONGREGATE	III C1	22,000
CITY OF JACKSON	CONGREGATE	III C1	45,266
MADISON	CONGREGATE	III C1	25,000
HINDS COUNTY	CONGREGATE	III C1	53,315
PEARL	HOME-DEL.	III C2	21,000
RANKIN	HOME-DEL.	III C2	68,000
SIMPSON	HOME-DEL.	III C2	40,000
YAZOO	HOME-DEL.	III C2	124,000
CLINTON	HOME-DEL.	III C2	19,271
HINDS COUNTY	HOME-DEL.	III C2	119,200
COPIAH	HOME-DEL.	III C2	85,000
WARREN	HOME-DEL	III C2	72,100

TITLE XX, SSBG

CITY OF JACKSON	HOME-DEL.	TITLE XX	230,000
SIMPSON	TRANSP.	TITLE XX	48,000
MADISON	TRANSP.	TITLE XX	75,000
CITY OF JACKSON	TRANSP.	TITLE XX	142,115

FY 2020 ALLOCATIONS

Page 3

GEOGRAPHIC AREA	SERVICE	FUNDING SOURCE	FED./STATE DOLLARS
RANKIN	HOMEMAKER	TITLE XX	33,500
SIMPSON	HOMEMAKER	TITLE XX	42,500
WARREN	HOMEMAKER	TITLE XX	42,500
YAZOO	HOMEMAKER	TITLE XX	40,000
COPIAH	HOMEMAKER	TITLE XX	35,000
HINDS	HOMEMAKER	TITLE XX	86,130
MADISON	HOMEMAKER	TITLE XX	33,500

TITLE III E

DISTRICT –WIDE	IN-HOME RESPITE	TITLE III E	110,000
DISTRICT-WIDE	DAY CARE RESPITE	TITLE III E	60,104

STATE ALLOCATION

DISTRICT (IN-HOUSE) (Rankin, Madison, City of Jackson)	HOME-DEL State Allocation		173,011
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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 III E 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

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

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

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

Title

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 related to any programs that have been received by the Subcontractor during the last three (3) years and the status of each finding:

Identify any unresolved audit findings related to any programs received by the Subcontractor during the last three (3) years and the status of each finding:

Identify any litigation and/or administrative hearings that the Subcontractor, the Subcontractor's Senior Management, or Subcontractor's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

As the duly authorized representative of the Subcontractor, I hereby certify that the information provided above is true and complete to the best of my knowledge.

Subcontractor Name And Any Other Names Under Which the Subcontractor Has Done Business:

Subcontractor Address and Any Other Addresses the Subcontractor Has Used

TYPED NAME AND TITLE OF THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Attachment K

Screening Form

MISSISSIPPI CONSUMER INFORMATION FORM



Area Agency on Aging _____ Date _____

1. CLIENT IDENTIFICATION

Prefix _____ Client's Lastname _____ First Name _____

Middle Initial _____ Suffix _____ Client also known as/Nickname _____

Date of Birth* _____

Social Security Number _____

Email Address _____

Homeless Requires Assistance in an Emergency

Case Manager _____

Family Members _____

Address of Client Unknown Home County _____

Physical Address _____ City _____ State _____ Zipcode _____

Mailing Address _____ City _____ State _____ Zipcode _____

Directions to Client's Home _____

Phone (1) _____ Type _____

Phone (2) _____ Type _____

(Options, See Instructions)

2. ADDITIONAL CONTACT INFORMATION

Contact Type _____ Relationship to Client _____

(Options, See Instructions)

Name (Last, First, M.I.) _____

Address _____ City _____ State _____ Zip _____

Phone (1) _____ Type _____

Phone (2) _____ Type _____

Email Address _____

Physician Contact # _____

Physician's Name (Last, First, M.I.) _____

3. DEMOGRAPHICS

Gender* M - Male F - Female

Client less than 60 Spouse Meal Volunteer

Disabled Lives in Elder Housing Live with Client

Race? _____

Ethnicity?* Hispanic Non-Hispanic

4. IS THE CLIENT MINORITY? Yes: Score = (3)

5. CLIENT PRIMARY LANGUAGE (Options, See Instructions)

Need Translation Limited English English Fluent

English Literate Illiterate

6. RELATIONSHIP STATUS Divorced Married

Decline to State Separated Single/Never Married

Widowed

7. EMPLOYMENT STATUS (Options, See Instructions)

8. VETERAN STATUS Yes No

Spouse of Veteran Child of Veteran

9. IS THE CLIENT ADDRESS RURAL? Yes Score: (3)

(Options, See Instructions)

10. HOUSING TYPE Home/Own Home/Rent

Other Apartment/Duplex

Adult Care Residence/Personal Care/Assisted Living

11. LIVE WITH* Lives Alone Other Family

With Spouse Other Non-relative

12. REFERRAL SOURCE (Options, See Instructions)

13. SOURCE OF SUPPORT (LIST) (Options, See Instructions)

14. PRIMARY TRANSPORTATION (Options, See Instructions)

15. HOUSEHOLD MONTHLY INCOME

16. INCOME BELOW THE NATIONAL POVERTY LEVEL? Yes Score: (3)

(Options, See Instructions)

17. SOCIAL SECURITY SS Retirement SS Disability

Receive SSI Receives Private Pension

18. MEDICARE PART

19. MEDICAID

20. GUARDIAN INFORMATION Yes, Voluntary Yes, Involuntary No

Name of Person/Organization _____

Guardian/Conservator Type _____

Durable Power of Attorney _____

(Options, See Instructions)

21. ASSESSMENT OF DAILY LIVING

Assessment Date: _____

BATHING	DRESSING
<input type="checkbox"/> 0 - Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Supervision	<input type="checkbox"/> 1 - Supervision
<input type="checkbox"/> 2 - Require Assistance Sometimes	<input type="checkbox"/> 2 - Limited Assistance
<input type="checkbox"/> 3 - Mostly Dependent	<input type="checkbox"/> 3 - Extensive Assistance
<input type="checkbox"/> 4 - Totally Dependent	<input type="checkbox"/> 4 - Totally Dependent
<input type="checkbox"/> 5 - Activity Does Not Occur	<input type="checkbox"/> 5 - Activity Does Not Occur
TOILET USE	TRANSFER MOBILITY
<input type="checkbox"/> 0 - Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Supervision	<input type="checkbox"/> 1 - Supervision
<input type="checkbox"/> 2 - Sometimes Dependent	<input type="checkbox"/> 2 - Minimal Assistance Required
<input type="checkbox"/> 3 - Mostly Dependent	<input type="checkbox"/> 3 - Mostly Dependent
<input type="checkbox"/> 4 - Totally Dependent	<input type="checkbox"/> 4 - Totally Dependent
<input type="checkbox"/> 5 - Activity Does Not Occur	<input type="checkbox"/> 5 - Activity Does Not Occur
EATING	WALKING IN HOME
<input type="checkbox"/> 0 - Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Supervision	<input type="checkbox"/> 1 - Supervision
<input type="checkbox"/> 2 - Sometimes Dependent	<input type="checkbox"/> 2 - Limited Assistance
<input type="checkbox"/> 3 - Mostly Dependent	<input type="checkbox"/> 3 - Extensive Assistance
<input type="checkbox"/> 4 - Totally Dependent	<input type="checkbox"/> 4 - Totally Dependent
<input type="checkbox"/> 5 - Activity Does Not Occur	<input type="checkbox"/> 5 - Activity Does Not Occur

PLEASE LIST OTHER OBSERVATIONS OF ACTIVITIES OF DAILY LIVING

Total (ADL) Score: _____

22. INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL)

During the past seven days, and considering all episodes, how would you rate the Client's ability to perform the following:

MEAL PREPARATION	MANAGING MEDICINES
<input type="checkbox"/> 0 - Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Sometimes Dependent	<input type="checkbox"/> 1 - Needs Reminders
<input type="checkbox"/> 2 - Mostly Dependent	<input type="checkbox"/> 2 - Somewhat Dependent
<input type="checkbox"/> 3 - Totally Dependent	<input type="checkbox"/> 3 - Totally Dependent
<input type="checkbox"/> 4 - Activity Does Not Occur	<input type="checkbox"/> 4 - Activity Does Not Occur
MANAGING MONEY	HEAVY HOUSEWORK
<input type="checkbox"/> 0 - Completely Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Need Assistance Sometimes	<input type="checkbox"/> 1 - Supervision
<input type="checkbox"/> 2 - Need Assistance Most of the Time	<input type="checkbox"/> 2 - Minimal Assistance Required
<input type="checkbox"/> 3 - Completely Dependent	<input type="checkbox"/> 3 - Mostly Dependent
<input type="checkbox"/> 4 - Activity Does Not Occur	<input type="checkbox"/> 4 - Activity Does Not Occur
LIGHT HOUSEWORK	SHOPPING
<input type="checkbox"/> 0 - Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Need Assistance Sometimes	<input type="checkbox"/> 1 - Somewhat Dependent
<input type="checkbox"/> 2 - Need Assistance Most of the Time	<input type="checkbox"/> 2 - Mostly Dependent
<input type="checkbox"/> 3 - Unable to perform Task	<input type="checkbox"/> 3 - Totally Dependent
<input type="checkbox"/> 4 - Activity Does Not Occur	<input type="checkbox"/> 4 - Activity Does Not Occur
TRANSPORTATION	TELEPHONE
<input type="checkbox"/> 0 - Independent	<input type="checkbox"/> 0 - Independent
<input type="checkbox"/> 1 - Somewhat Dependent	<input type="checkbox"/> 1 - Needs Verbal Assistance
<input type="checkbox"/> 2 - Mostly Dependent	<input type="checkbox"/> 2 - Needs Some Human Help
<input type="checkbox"/> 3 - Totally Dependent	<input type="checkbox"/> 3 - Needs a lot of Human Help
<input type="checkbox"/> 4 - Activity Does Not Occur	<input type="checkbox"/> 4 - Cannot Perform Function at all w/o Help

Comments _____

Total (IADL) Score: _____

23. NUTRITION RISK ASSESSMENT

The score of each Yes is in the parenthesis. Total YES answers only and assign a NUTRITION RISK SCORE based on scoring below

- 1. Has the Client made any changes in lifelong eating habits because of health problems?..... No Yes (1)
- 2. Does the Client eat fewer than 2 meals per day?..... 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)
- 6. Does the Client have trouble eating well due to problems with chewing/swallowing?..... No Yes (2)
- 7. Does the Client eat alone most of the time?..... No Yes (1)
- 8. Without wanting to, has the Client lost or gained 10 pounds in the past 6 months?..... No Yes (2)
- 9. Does the Client need help to shop, cook and/or feed themselves (or get someone to do it for them)?..... No Yes (2)
- 10. Does the Client have 3 or more drinks of beer, liquor or wine almost every day?..... No Yes (2)
- 11. Does the Client take 3 or more different prescribed or over the counter drugs per day?..... No Yes (1)
- 12. Does the Client have diabetes?..... No Yes (6)

ADDITIONAL COMMENTS: _____ TOTALS: _____

SCORE 0 - 5: LOW (SCORE = 0) SCORE 6 - 20: HIGH RISK (SCORE = 6) NUTRITION RISK SCORE: _____

24. SERVICE REQUESTED						NOTES:
	SERVICE	Start Date:		SERVICE	Start Date:	
SERVICE	Start Date:	SERVICE	Start Date:	SERVICE	Start Date:	
SERVICE	Start Date:	SERVICE	Start Date:	SERVICE	Start Date:	

I certify that all the information I have given on this form is true and complete to the best of my knowledge. In applying for services through the Division of Aging and Adult Services and its providers, I give my permission for the information on this form to be shared with appropriate providers.

Signature or Mark of Consumer/Client _____ Date _____
 Signature or Mark of Person Completing Form _____ Date _____
 Service Start Date: _____ Service Provider _____
 End Date: _____ Contact Person _____
 Service Denied Date: _____ (Date Entered into Mississippi Gethelp) _____

25. CONSUMER SCORE Circle the score from question 4, 9, 16 and 23 add ADL's and IADL's scores for Total Consumer Score
 Minority Status _____ Rural Status _____ Income Status _____
 ADL Score _____ IADL Score _____ Nutrition Risk _____
TOTAL CONSUMER SCORE _____

FAMILY CAREGIVER SUPPORT CAREGIVER ASSESSMENT [FILL IN ONLY IF CLIENT IS CAREGIVER] (Record Caregiver Answer)

Type of Assessment..... Initial Reassessment Assessment Date: _____
 Where does the caregiver live..... With Care Recipient Separate residence, close proximity Separate residence, over 1 hour away?
 Is the Caregiver providing care to disabled? Yes No Care Recipient's Name _____
 Is the Caregiver's Care Recipient under age 19? Yes No

Does the Caregiver provide assistance with the following services to the recipient?

BATHING	DRESSING	TOILET USE	TRANSFER MOBILITY	EATING	WALKING IN THE HOME
<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent
<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes
<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time
<input type="checkbox"/> (3) Most of the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time
MEAL PREPARATION	MANAGING MONEY	HOUSE WORK	SHOPPING	TRANSPORTATION	TELEPHONE
<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (0) Independent
<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (1) Sometimes
<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (2) Most of the Time
<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time	<input type="checkbox"/> (3) All the Time
MANAGING MEDICINE	<input type="checkbox"/> (0) Independent	<input type="checkbox"/> (1) Sometimes	<input type="checkbox"/> (2) Most of the Time	<input type="checkbox"/> (3) All the Time	SCORE: _____

As a result of Caregiving has the caregiver had any of the following challenges?

Social life has suffered..... (3) Yes (0) No Feels angry toward client..... (4) Yes (0) No
 Not enough money..... (3) Yes (0) No Health has suffered from caregiving..... (4) Yes (0) No **SCORE:** _____
 Not enough privacy..... (4) Yes (0) No Caregiving has affected relationship with other family members negatively.... (4) Yes (0) No
 Stressed for caregiving and meeting other responsibilities (4) Yes (0) No
 Feels burdened..... (4) Yes (0) No

ADD THE TWO SCORES TO GET THE TOTAL NATIONAL FAMILY CAREGIVER PROGRAM SCORE: _____