

ATTACHMENT A

SUBAWARD NO. 2018-00

GENERAL TERMS AND CONDITIONS

1. **Termination of Subaward for Cause** – If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Subaward, or if the Subrecipient shall violate any of the terms of this Subaward, the Agency shall thereupon have the right to terminate this Subaward by giving written notice to the Subrecipient 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 subaward had been completed, would have been required to be furnished to the agency or were purchased with funds furnished to the subrecipient under this subaward and all finished or unfinished documents, reports or other material prepared by the Subrecipient under this Subaward shall at the option of the Agency, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

This Section shall apply to all representatives, third parties, and/or consultants/contractors selected or employed by the Subrecipient.

2. **Termination for Convenience of Agency** – The Agency may terminate this Subaward by giving written notice to the Subrecipient at least thirty days before the effective date of such termination, and specifying the effective date thereof. 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 Subaward is terminated by the Agency as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total services of the Subrecipient covered by the Subaward, 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 Work of the Subrecipient to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Agency and the Subrecipient, shall be incorporated in written amendments to this Subaward.
4. **Assignability** – The Subrecipient shall not assign any interest in this Subaward, 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 Subrecipient from the

Agency under this Subaward may be assigned to a bank, trust company or other financial institution without such approval.

5. **Interest of Subrecipient** – The Subrecipient 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 Subaward. The Subrecipient further covenants that in the performance of this subaward no person having any such interest shall be employed.
6. **Confidentiality** – The Subrecipient shall comply with The Privacy Act of 1974 (5 USC 552a). Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Subaward which the Agency requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Agency.

All information regarding applicants for and 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 Subrecipient assumes any and all liability and responsibility for such authorized disclosures.

7. **Fidelity Bond and Liability Insurance** – Prior to the commencement of performance of this subaward by the Subrecipient, the Subrecipient shall procure a fidelity bond for an amount of not less than **25%** of the total amount of the cost of the subaward. The bond shall insure the faithful performance of all staff receiving or disbursing funds under this subaward. The Subrecipient shall furnish proof of the required bond to the Agency. The required fidelity bond shall be one which does not limit the period of discovery or recovery of a loss for less than three (3) years from the expiration date of the Subaward. A loss payable provision shall be included in the bonding policy to the effect that any loss will be payable to both the Subrecipient and the Agency.

Prior to the commencement of performance of this subaward by the Subrecipient, the Subrecipient shall procure a comprehensive general liability insurance policy which covers premises, operation, products/completed operations, hazard, and independent contractors, if any, with a limit of liability of not less than **five hundred thousand (\$ 500,000)** bodily injury and property damage plus an appropriate medical expense coverage.

Prior to the commencement of performance of this subaward by the Subrecipient, the Subrecipient shall procure workers' compensation insurance, in accordance with Mississippi laws and regulations, which shall inure to the benefit of all Subgrantee's personnel performing services under this subaward.

The Subrecipient shall furnish to the Agency proof of the required insurance and shall have the Agency and the Division of Aging and Adult Services named as an additional insured on all parties.

8. **Participants Complaints** – The Subrecipient shall adhere to procedures for resolving complaints of program participants of clients as outlined in the Division of Aging's Policies and Procedures Manual.

9. It is expressly agreed by the parties that no payments made or accepted under this Subaward shall be used as or deemed to be evidence of the acceptance of performance under the Subaward 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 Subaward.

10. **Indemnification** – It is expressly agreed that the Subrecipient and/or its officers, representatives, agents, and employees shall release and hold harmless the Agency, the Mississippi Department of Human Services, and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys’ fees, arising out of or caused by the Subrecipient and/or its officers, representatives, agents, and employees in the performance of such services.
11. **Property** – Title to any and all property purchased by the Subrecipient, including equitable title to leased or rental property, the cost of which the Subrecipient is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Subrecipient agrees to relinquish any and all such property upon termination or expiration of this Subaward or upon thirty days 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 expiration of this agreement. In the event of default by the Subrecipient of this agreement, the Subrecipient waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title.
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 Subaward shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Subaward.
13. **Monitoring** – The Agency and other authorized officials retain the right to conduct onsite fiscal and program monitoring evaluations and assessments of any aspect of this Subaward without notice. All documentation shall be available for inspection without prior notice.
14. **Fiscal Management and Accountability** – The Subrecipient will establish for funds under this Subaward accurate and current accounting records in accordance with Generally Accepted Accounting Principles that meet all local, state and federal regulations. Subrecipient will maintain documentation that reflects expenses were incurred properly and required match is adequately met. Subrecipient shall provide for an audit to be conducted at the end of the Subrecipient’s fiscal year at the Subrecipient’s expense and a copy of the audit will be provided to the Agency.

All non-Federal entities, (State, local government, or nonprofit organization), that expend \$750,000 or more during the non-Federal entity’s fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend \$750,000 or more during the for-profit’s fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year in accordance with 2 CFR 200. The subrecipient shall adhere to all applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of

Mississippi, and SMPDD/MDHS regulations, policies and procedures governing audits and monitoring.

If the audit report submitted includes questioned costs or findings, the Subrecipient shall take steps to clear questioned costs and findings within ninety (90) days after audit report has been filed. In order for the Agency to continue funding the program, the Subrecipient shall see that the auditor reviews the corrections and submits to the Agency a letter verifying that the findings and questioned costs have been cleared. The Subrecipient shall retain all fiscal and program records and documents relative to the Subaward for three (3) years after expiration of this Subaward.

Subrecipient shall not utilize funds for any unbudgeted item without prior written authorization from the Agency. Accordingly, any modifications, changes, or waivers pertaining to this Subaward shall be valid only when both parties have agreed in writing and acknowledged their agreement with signatures.

15. **Program Income** – The Subrecipient 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 Subrecipient 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 the service that generated the contributions.
- 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) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services.
- g) Program Income will be expended first prior to expenditure of any federal, state or local funds.

16. **Service Provider Requirements**

- a) Provide the Area Agency on Aging (AAA), in a timely manner, with statistical and other information which the AAA requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State.

- b) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income minority older persons in the population serviced by the provider.
- c) Provide recipients with an opportunity to contribute to the cost of the service.
- d) 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.
- e) Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies.
- f) Assist participants in taking advantage of benefits under other programs; and
- g) Assure that all services funded under this part 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.

17. **Equal Employment Opportunity and Civil Rights**

The Subrecipient 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;

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 subgrant or award.

18. The Subrecipient will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
19. The Subrecipient will give the Agency, the State Auditor's Office, the Mississippi Department of Human Services, the Federal Grantor Agency or the Comptroller General through any authorized representative the access to and the right to examine and copy all records, items, and financial statements related to this subaward at any time for as long as these records are to be retained.
20. The Subrecipient 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 2 CFR 200. The Subrecipient shall carry out all regulations, rules and orders issued by the U. S. Government Grantor Agency. The requirements of said regulations may include, but are not limited to, development and implementation of an Affirmative Action Plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities. The Subrecipient 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 order of the U. S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Subaward, shall be a condition of the Federal Financial Assistance provided to the project, binding upon the Subrecipient, its successors and assigns. Failure to fulfill these requirements shall subject the Subrecipient and subcontractors, its successors and assigns to the sanctions specified by this Subaward, and to such sanctions as are specified in the regulations.

21. The Subrecipient shall provide services at consistent levels throughout the subaward period.
22. The Subrecipient will submit a completed closeout package within thirty (30) days of the expiration of the Subaward with all refunds due.
23. The Subrecipient will provide services in accordance with the proposal submitted to the AAA.

24. The Subrecipient will comply with 29 CFR Part 71 regarding notifying employees about their rights under the National Labor Relations Act.
25. The Subrecipient represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from 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’s electronic verification system replacing the E-Verify Program. Subrecipient agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the AAA and State. Subrecipient 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. Subrecipient understands and agrees that any breach of these warranties may subject Subrecipient to the following: (a) termination of this subaward and ineligibility for any state or public subaward in Mississippi for up to (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 subrecipient by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or both. In the event of such termination/cancellation, Subrecipient would also be liable for any additional cost incurred by the AAA and State due to subaward cancellation or loss of “license or permit.” Any Agreements entered into between the Subrecipient and its subcontractors shall contain the E-Verify clause with which said subcontractors shall comply in hiring their own employees.
26. The Subrecipient must be registered with www.sam.gov and maintain no active exclusions.
27. The Subrecipient must 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 Subrecipient shall provide written notification to all employees of the Subrecipient of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Subrecipients shall also include in each agreement with lower-tier subrecipients, if any, the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
28. If the Subrecipient advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subaward, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDHS through the Southern Mississippi Planning and Development District.
29. The Subrecipient assures it has the legal authority to apply for and receive the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subrecipient’s governing body authorizing the subaward, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the subaward and to provide such additional information as may be required.

30. The Subrecipient shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subaward.
31. The Subrecipient will establish safeguards to prohibit employees from using their position 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.
32. The Subrecipient shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.
33. The Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subawards.
34. The Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.
35. The Subrecipient shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
36. The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
37. The Subrecipient shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.
38. The Subrecipient shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.
39. The Subrecipient 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.

40. The Subrecipient shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant.
41. The Subrecipient 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 subgrant.
42. The Subrecipient shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.
43. The Subrecipient shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the subaward is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
44. The Subrecipient shall provide the required certification regarding their exclusion status and that of their principal's prior to the subaward in accordance with EOs 12549 and 12689 Debarment and Suspension.
45. The Subrecipient shall provide certification to comply with the Drug-Free Workplace Act of 1988.
46. The Subrecipient shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.

As a duly authorized representative of the subrecipient, I hereby assure and certify compliance with the above mentioned provisions and all other applicable Federal and state statutes, regulations, policies, guidelines, and requirements of the MDHS Subgrant/Agreement Manual, as well as the specific terms and conditions of the Subgrant/Agreement.

SUBRECIPIENT NAME AND ANY OTHER NAMES UNDER WHICH THE SUBRECIPIENT HAS DONE BUSINESS:

SUBRECIPIENT ADDRESS AND ANY OTHER ADDRESSES THE SUBRECIPIENT HAS USED:

NAME AND TITLE OF THE SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE:

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE AND DATE: