

**SOUTHERN MISSISSIPPI PDD
AREA AGENCY ON AGING**

REQUEST FOR PROPOSAL

FOR

Adult Day Care

FISCAL YEAR OCTOBER 1, 2018 - SEPTEMBER 30, 2019

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

Programmatic Requirements:

Adult Day Care services are to be provided to Mississippians who are sixty (60) years and above with scores ranging from level II through III on the Consumer Information Form, indicated as Attachment H to this proposal package. Spouses of clients are eligible if under 60 and disabled. Providers will screen clients and maintain the waiting list.

The geographic areas where these adult day care services may be provided are all the counties within the Southern Mississippi Area Agency on Aging service area. This includes the following counties: Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone and Wayne.

Location of Adult Day Care services must be in accordance with the Quality Assurance Standards (Part D - Section 2. Location of Service) which is indicated as Attachment B.

Adult Day Care is a community-based program designed to meet the needs of adults with functional impairments through an individual plan of care. It is a structured, comprehensive program that provides a variety of health, social, and related support services in a protective setting during any part of a day but less than 24-hour care.

The primary objectives of the adult day care service are as follows:

- To meet the individual needs of adults with functional impairments through health, social, and related services provided to the participants according to their plan of care.
- To meet health maintenance, prevention/intervention, and rehabilitation needs.
- To maximize the independence of the participant's living situation and maximize personal independence and responsibility.

Special Requirements:

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

Match Requirements:

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

The 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>Source of Funds</u>	<u>Percent of Match</u>
Title III B	10%

This match is to be provided by the proposer. The match may be in the form of cash from local resources (non federal) 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. 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.

Amount of funds estimated to be allocated to this service for a one year period:

Title IIIB Federal \$115,470 State \$6,793 Match \$13,585 Program Income \$1,358

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:

Laurie Hyde
Southern Mississippi Planning and Development District
Area Agency on Aging
9229 Highway 49
Gulfport, MS 39503

Telephone number (228) 868-2311
Fax number (228) 868-2550
Email lhyde@smpdd.com

Title III B 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.

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

The method of payment for adult day care services will be a fixed-price per unit of service basis pending availability of funds. Payments will be made monthly upon receipt of the monthly reporting worksheet as outlined in the core subaward model which is indicated as Attachment D to this proposal package.

Subawards for adult day care services will be awarded based upon performance and unit cost.

Proposal Deadlines:

Notice of intent to submit a proposal must be received by the Area Agency on Aging (AAA) no later than May 31, 2018.

Questions regarding packets will be addressed individually at scheduled meetings from June 4 through June 8, 2018. Meetings will be held at the following location:

Southern Mississippi Planning and Development District
Area Agency on Aging
9229 Highway 49
Gulfport, MS 39503

Proposals must be received by the AAA no later than **June 25, 2018 by 4:00 p.m.** to be considered for funding. If mailing proposals to the AAA, time for delivery must be allowed and proposals must be mailed with return receipt requested. If delivering proposals to the AAA, retain the receipt issued by the AAA staff member.

Proposals will be opened on June 26, 2018 at 10:00 a.m. at the following location:

Southern Mississippi Planning and Development District
Area Agency on Aging
10441 Corporate Drive, Suite 1
Gulfport, MS 39503

Evaluation of proposals will be completed by end of day on July 31, 2018.

Notice of a subaward will be forwarded to the selected provider(s) by August 10, 2018.

Subawards will be fully executed no later than September 30, 2018 contingent upon the AAA receiving its approved subgrant from the Mississippi Department of Human Services.

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

Financial, Program and Administrative Reports:

Financial reports will be due each month by the 5th calendar day for the previous month.

Client service logs will be due each month by the 5th calendar day for the previous month.

CACFP monthly forms, if applicable.

Closeout packages for all subawards will be due on October 31, 2019.

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

All inquiries must be made in writing and copies of responses to inquiries which require that clarification and/or addenda be made to the request for proposal (RFP) will be sent by mail, to those persons or firms who sent a written Notice of Intent to Submit a Proposal by the date and time indicated in the RFP, and to other interested persons who, in writing, request copies of information concerning the RFP.

Three 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.

Written notices of subawards will be sent by mail to all proposers who submitted in writing a Notice of Intent to Submit a Proposal and any other interested person who, in writing, requested copies of information concerning the RFP.

The AAA is not liable for any costs incurred by the applicant in responding to this Request for Proposal.

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

Southern Mississippi Planning and Development District
Area Agency on Aging
10441 Corporate Drive, Suite 1
Gulfport, Mississippi 39503

Mailing Address

Southern Mississippi Planning and Development District
Area Agency on Aging
10441 Corporate Drive, Suite 1
Gulfport, Mississippi 39503

The proposal must be delivered or 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 subaward, the proposer must agree to the terms exhibited in the core subaward which is indicated as Attachment D to this proposal package and to the General Terms and Conditions exhibited as Attachment A.

Renewal Provisions:

The adult day care subaward will run for a period of one year beginning October 1, 2018 and ending September 30, 2019. The AAA contemplates subsequent subawards for the services discussed in the RFP for the next three years. The decision to renew the subaward 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 subaward 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 subaward 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
 - Respondent's name
 - 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
 - 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.

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 which will be conducted to accomplish the objective and a start and completion date for each activity.

5. Subaward 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 Cost Summary Support Sheet for each activity. If the subaward 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 E.

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 core model subaward. Attachment F.

- **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 subaward, participating in the drafting of the RFP, or in developing the subject program. Attachment G

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 comprehensive general liability insurance
- proof of employee fidelity bond insurance
- evidence indicating that the potential service provider has the physical facilities necessary to provide the services; i.e., liens, proof of ownership

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 subaward. 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

Weighted Value 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

SUBAWARD NO. 2019-00

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:

Attachment B

Quality Assurance Standards

ADULT DAY CARE

A. Definition and Purpose

Adult Day Care is a community-based program designed to meet the needs of adults with functional impairments through an individual plan of care. It is a structured, comprehensive program that provides a variety of health, social, and related support services in a protective setting during any part of a day but less than 24-hour care.

The purpose of day care is to: (1) meet the individual needs of adults with functional impairments. Its components include health, social, and related services provided to the individual participants according to the plan of care designed for each person. (2) helps maximize the independence of the participant's living situation and maximize personal independence and responsibility and (3) meet health maintenance, prevention/intervention, and rehabilitation needs.

Ranges and Levels of Care

Core Services- The participant who receives core services needs socialization, some supervision, supportive service, and minimal assistance with Activities of Daily Living.

Enhanced Services- The participant who receives enhanced services needs moderate assistance. He or she may need health assessment, oversight, or monitoring by a nurse; therapy services at a functional maintenance level; or moderate assistance with 1-3 ADLs. He or she may have difficulty communicating or making appropriate judgments or may periodically demonstrate disruptive behavior that can be accommodated-with increased skills or time on the part of the staff.

Intensive services- The participant who receives intensive services needs maximum assistance. His or her medical condition may not be stable and may require regular monitoring or intervention by a nurse. Rehabilitative or restorative therapy services may be needed. There may be a need for total care in one or more ADLs, or moderate assistance with more than three ADLS at the center, or a need for a two-person assist. The individual may be unable to communicate needs or may delay behavior requiring frequent staff intervention or support-and even more skills or time on the part of the staff.

These standards are intended to describe a foundation of quality care appropriate for all types of adult day programs. Facilities have the flexibility to use alternative ways to meet the intent of a standard so long as safe and quality care is provided.

B. Eligibility

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

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

C. Unit of Service

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

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

D. Minimum Program Requirements

Each service provider of Adult Day Care under Title III of the Older Americans Act or through contractual agreement with an Area Agency on Aging must adhere to the following requirements:

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

1. Service Activities

Adult day care components include but are not limited to:

- a. Personal care service such as assistance with walking, grooming, eating and toileting. The adult day care program shall provide assistance and supervision needed with activities of daily living.
- b. Nutrition - A minimum of one mid-morning snack, one nutritious noon meal and one mid-afternoon snack shall be provided at the center.

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

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

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

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

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

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

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

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

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

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

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

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

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

Nursing services oversight shall be offered by all adult day care centers. According to participant needs as identified in the nursing assessment, inter-disciplinary plan of care and physician orders, the nursing service may include a configuration of the following, depending on the level of intensity needed.

All of the following maybe carried out:

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

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

- 1) Administer and document medications and observe for possible adverse reaction;
 - 2) Supervise the provision of modified and therapeutic diets or supplemental feedings;
 - 3) Provide observation, monitoring and intervention for unstable medical conditions;
 - 4) Provide training in self-administration of medications;
 - 5) Provide restorative or rehabilitative nursing including bladder and bowel retraining and the supervision of, or provision of, maintenance therapy procedures;
 - 6) Provide supportive nursing such as general maintenance care of colostomy and ileostomy, changing dressings, prophylactic skin care to avoid skin breakdown, foot and nail care, and routine care of incontinent participants, including incontinence supplies;
 - 7) Provide emergency care including notification of physician or ambulance;
 - 8) Provide for regular inspection of drug storage conditions; and,
 - 9) Any other direct nursing service requiring skilled nursing treatment.
- f. Emergency Services - Instructions for dealing with emergency situations shall be established in writing. Such instructions must include name and telephone number of a physician on call, written arrangements with a nearby hospital for inpatient and emergency room service, and provision for ambulance transportation. A contact name and telephone number shall be maintained for each participant in case of emergencies. An evacuation plan diagram and documentation of evacuation drills must be posted.
- g. Emergency Plan - A written procedure for handling emergencies shall be posted in the center and in all center vehicles. The emergency plan shall include the following:
- 1) A written agreement with the participant or family regarding arrangements for emergency care and ambulance transportation;
 - 2) Written procedure for medical crises and an easily located file for each participant;
 - 3) Listing of identifiable information (physician's name and telephone number, family's name, and hospital needed in emergencies);
 - 4) Staff training to ensure smooth implementation of the emergency plan; and,
 - 5) Plan for handling emergencies during transportation.
- h. Pre-admission Assessment - A pre-admission assessment shall be conducted either in the participant's home or at the center. This includes:

- 1) Review of intake information;
- 2) Review of medical forms;
- 3) ADL's/IADL's;
- 4) Signing of all consent forms (release of information, emergency information); and,
- 5) Signing of application.

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

- i. Enrollment Agreement - It is highly recommended that there be a signed enrollment agreement that includes the following:

- 1) Scheduled days of attendance;
- 2) Services and goals of center;
- 3) Transportation agreement;
- 4) Emergency procedures;
- 5) Releases from liability (e.g., field trips); and,
- 6) Conditions for termination from service or discharge.

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

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

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

- k. Medical Report - A current medical report (based upon an examination completed within six (6) months prior to admission) including diagnosis, medication, other treatment recommendations, and verification of the absence of communicable disease (including tuberculosis screening) shall be obtained from the physician prior to enrollment unless exception is necessary. Each participant shall provide a name and number of a physician to contact in the event of an emergency and for on-going care.

- l. Written Individualized Plan of Care - The goal of the plan of care is to increase the functioning of the participant to the optimum level and maintain it at that level. The written plan of care shall reflect the individual's strengths, needs and problems and shall be developed by an inter-disciplinary team through a team conference. It shall include realistic, specific, verifiable and achievable objectives, which are both long-term and short-term. Also to be identified are the services to be provided and responsible staff.
- m. Service Documentation - Progress notes on each participant shall be written quarterly and shall reflect at least the plan of service, goals and objectives, and the participant's status in regard to the services. Treatment notes and notes on significant events shall be recorded according to professional standards, when appropriate.
- n. Discharge Plan - Many participants take part in adult day care on a long-term basis. However, discharge plans are necessary and appropriate for those who will leave the program because of changes in need and functional status.
- o. Evaluations - Evaluations provide information concerning the effectiveness in reaching established goals and objectives. Evaluation is a process whereby information is secured by the agency for making appropriate program or structural changes. Evaluations include an analysis of data collected, and a comparison to the planned expectations and actual achievements, based on prevailing community standards of care.

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

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

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

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

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

2. Location of Service

- a. A day care center for adults should be located close to the population it serves.
- b. A telephone shall be readily available to staff in emergencies.
- c. The center shall use rooms that are appropriately ventilated, with proper lighting.
- d. The center must meet all applicable handicapped accessibility standards.
- e. There must be adequate heating and cooling to maintain a comfortable temperature. All heating and cooling equipment must be adequately protected so that participants cannot come in direct contact with equipment.
- f. Drinking water from a source approved by the Mississippi State Department of Health Department (MSDH) and supplied by sanitary means must be located in or near the rooms usually occupied by participants.
- g. Adequate bathroom facilities, including hand washing basin, must be readily accessible from the areas where most of the center activities take place. Paper towels must be available in all bathrooms.
- h. Isolation space must be available in which a sick or upset participant can be cared for temporarily.
- i. Floors and walls must be free from dampness and odors and must be kept clean.
- j. The building must be approved by the local fire department to be free from fire hazards; the facility must also be approved by the MSDH for sanitation and for other health protective measures. Certification of approval must be visibly located in the center.
- k. There must be at least two (2) exits and the exit doors must open outward.

3. Access to Service

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

4. Delivery Characteristics

- a. Each client record must include:
 - 1) Emergency contact person's name and telephone number;
 - 2) Approval/termination for services;
 - 3) Consumer Information Form which contains Confidentiality and Authorization Release;
 - 4) Medical health, special dietary needs, and impairments; and,
 - 5) A plan of care.
- b. Services shall be provided a minimum of five (5) days a week and at least four to eight hours a day.
- c. The adult day care center will develop with the client a mutually agreed upon plan of care based on assessment of the client's need and resources.
- d. All staff shall participate in each individual's plan of care, established during the assessment and reassessment to achieve the goals set for individual through planed objectives.
- e. There shall be one staff member assigned to provide care for every ten adult day care participants, depending upon the physical capabilities of the clients. {Preferably the ratio is a minimum of one (1) six (6)}
- f. The adult day care center shall have access to nursing services if a registered nurse is not on staff at the center. Access to nursing services can be attained through contractual agreements, the use of volunteers (retired registered nurses) or the use of nursing school supervisors.

5. Staffing

- a. There must be a person designated to be responsible for the day-to-day operations of the center.
- b. There must be adequate staff to accomplish the purpose of the program.
- c. All staff members must be emotionally and physically fit to care for persons who have physical and/or mental limitations.
- d. All persons employed by the center must provide evidence of a current or annual physical/medical examination.

- e. The staff shall be qualified by demonstrated competence, specialized background, education and experience as outlined in specific job descriptions.
- f. Volunteers must be trained and must meet minimum requirements established by the provider.
- g. All staff shall have completed First Aid, CPR, and Heimlich Technique class, or definite plans must be made for this training to be included as part of an in-service program.
- h. The adult day care provider shall check the references on all employees and volunteers.
- i. A minimum of eight hours per year in-service training shall be provided, preferably quarterly, and must be appropriate to staff job function and participant care needs.
- j. Personnel files shall contain a copy of a current license or certification if applicable to the staff position, and certification of CPR and First Aid training.
- k. Employee background check is required, due to the increase in adult abuse, child abuse, terrorist acts and false or inflated information supplied by job applicants.

6. Prohibited Service Activities

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

7. Qualifications

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

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

Under the direction of the Administrator, the Program Director organizes implements and coordinates the daily operation of the Adult Day Care program in accordance with participants' needs and any mandatory requirements. The Program Director may have a Bachelor's Degree or other degrees in health, social services, or a related field, with one year's

supervisory experience (full-time or equivalent) in a social or health service setting. Sample duties may include supervision of, or direct responsibility for, the following:

- 1) Planning the day care program to meet individual needs of the participants, liaison with community agencies, and provision of services to individuals and families when necessary.
 - 2) Coordinating the development and on-going review and monitoring of participants' individual plan of care, and making necessary program adjustments.
 - 3) Establishment, maintenance and monitoring internal management systems to facilitate scheduling and coordination of services, and for the collection of pertinent participant data.
 - 4) Recruitment, hiring and general supervision of all staff, volunteers, and contractors.
 - 5) Training and utilization of volunteers with consideration of their individual talents and program activities to work effectively with the day care program.
- b. Social Worker - may have a Degree in social work and at least one year of professional work experience (full-time or the equivalent) or a Bachelor's Degree and three years experience in a health or social service setting. (All social workers must be licensed by the Mississippi State Board of Examiners for Social Workers and Marriage and Family Therapists.)
- c. Nurse - Shall be a licensed registered nurse or hold a Bachelor's Degree in nursing (BSN) with valid state credentials and a minimum of one year applicable experience (full-time or equivalent) in working with the aged and disabled.
- d. Activities Coordinator - Shall have a Bachelor's Degree plus one (1) year of experience (full-time or equivalent) in social or health services.
- e. Program Assistant/Aide - Shall have one(1) or more years of experience in working with the aged and disabled in a health care or social service setting.
- f. Secretary/Bookkeeping - Shall have at least a high school diploma or equivalent and skills and training to carry out the duties of the position. Preferably a Bachelor's Degree in Accounting or high school diploma and five (5) years experience in Accounting.
- g. Driver - Shall have a valid and appropriate state driver's license, a safe driving record and training in First Aid and CPR (cardiopulmonary resuscitation). C

- h. Custodian - Shall be knowledgeable and experienced in maintaining a service facility.
- i. Volunteers - Shall be individuals or groups who desire to work with Adult Day Care participants and shall take part in program orientation and training. The duties of volunteers shall be mutually determined by volunteers and staff. Duties shall either supplement staff in established activities or provide additional services for which the volunteer has special talents.

8. Personnel Management

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

9. Monitoring

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

Attachment C
Southern 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 SMPDD 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. Subrecipient should develop a suggested contribution schedule for services. In developing such a schedule, subrecipient 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 Southern Mississippi Planning and Development District Area Agency on Aging.

Attachment D

Subaward

**SOUTHERN MISSISSIPPI
PLANNING AND DEVELOPMENT DISTRICT
AREA AGENCY ON AGING**

STATE OF MISSISSIPPI

COUNTY OF: Insert County

SUBAWARD NO.: 0000-00

SUBAWARD FOR: Insert Service

1. Parties -The parties to this subaward are the Southern Mississippi Planning and Development District Area Agency on Aging (herein called the Agency) and Insert Subrecipient Name (herein called Subrecipient).

2. Purpose - The purpose of this subaward is to engage the services of the Subrecipient to perform the following services: XXXXXXX Services, per Quality Assurance standards under the following sources of funding: XXXXXXXXXX. Any change of the intent of this subaward must be in writing and mutually assented to by both parties.

3. Service Objectives and Cost -The Subrecipient shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the services described in Exhibit X, entitled Service Objective and Cost. Services shall be performed in accordance with the Quality Assurance Standards attached hereto and made a part of the subaward hereof by reference as Exhibit X.

4. Period of Performance – The subaward will run for a period of twelve months beginning October 1, 2018 and ending September 30, 2019 with a three year renewal option.
5. Location of Service - Services will be provided in the area(s) of Insert county or counties in which service will be provided.
6. Cost of Subaward -Funding for this subaward will not exceed the amounts shown below for a one year period:

Funding Source	Federal	State	Local Cash	Sub Cash / In-Kind	Program Income	Total
Total Subaward						

This subaward is subject to the availability of funds from all resources. Of the total subaward amount of \$00,000.00, the Subrecipient agrees to furnish a total of \$ 0.00 subrecipient cash, \$ 0.00 in subrecipient in-kind match and \$000.00 in program income.

The Federal/State portion reimbursable to the Subrecipient by the Agency shall not exceed \$00,000.00.

7. Method of Payment - This is to be a Unit Cost or Cost Reimbursement subaward.
 The Subrecipient shall submit to the Agency a Financial Reporting Worksheet by the 5th day of each month. The Agency shall process the Financial Reporting Worksheet in its normal course of business, and, if it is found in order, shall cause payment thereon to be made. For Financial Reporting Worksheets to be processed, the Agency must receive monthly Program Reports and Financial Reports as outlined in Section 8 of this subaward.

8. Financial and Program Reporting Requirements:

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

	<u>Frequency</u>	<u>Due Date</u>
Service Provider Logs	<u>Monthly</u>	<u>5th Calendar Day</u>
Waiting List	<u>Monthly</u>	<u>5th Calendar Day</u>
Subrecipient Report Form	<u>Monthly</u>	<u>5th Calendar Day</u>
Closeout Package(s)	<u>Annually</u>	<u>October 31, 2019</u>

9. General Terms and Conditions - This subaward is hereby made subject to the terms and conditions included in Exhibit X entitled "General Terms and Conditions", which is attached hereto and made a part hereof by reference.

10. Special Terms and Conditions -

The Program Income Policy is herein made a part of this subaward by reference as reflected in Exhibit X.

IN WITNESS WHEREOF the Agency and Subrecipient have executed this subaward on
the _____ day of _____.

AGENCY:

ATTEST: _____

BY: _____

Leonard Bentz, Executive Director
Southern Mississippi Planning and Development
District

ATTEST: _____

BY: _____

Robert Moore, Division Director
Senior Services

SUBRECIPIENT:

ATTEST: _____

BY: _____

TITLE: _____

Attachment E

Budget Summary

SUBAWARD UNIT COST PROPOSAL

_____, proposes to provide _____ units of
_____ at a cost of _____ per unit for a total
cost of _____ for the period of October 1,
2018 through September 30, 2019.

Signature of Authorized Official

Witness

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.

SUBAWARD 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 subaward. This agreement applies to the proposed subaward with Southern Mississippi Planning and Development District Area Agency on Aging for services for the period of October 1, 2018 to September 30, 2019.

AGENCY: _____

BY: _____

Signatory Official

Attachment G

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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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

Attachment H

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
TOILET USE TRANSFER MOBILITY
EATING WALKING IN HOME
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
MANAGING MONEY HEAVY HOUSEWORK
LIGHT HOUSEWORK SHOPPING
TRANSPORTATION TELEPHONE

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

SERVICE		Start Date:	SERVICE		Start Date:	NOTES:

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 _____

TOTAL CONSUMER SCORE _____

ADL Score _____

IADL Score _____

Nutrition Risk _____

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
- Is the Caregiver's Care Recipient under age 19? Yes No
- Care Recipient's Name _____

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
- 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: _____