SOUTHERN MISSISSIPPI PDD
AREA AGENCY ON AGING

REQUEST FOR PROPOSAL

FOR

<u>Homemaker</u>

FISCAL YEAR OCTOBER 1, 2022 - SEPTEMBER 30, 2023

INDEX

Title III of the Older Americans Act of 1965 as amended 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:

Homemaker services are to be provided to Mississippians who are sixty (60) years and above with a level II score of twenty two (22) or above on the Consumer Information Form, indicated as Attachment H to this proposal package.

The geographic areas wherein these homemaker services will 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.

Homemaker services must be provided in the home of the client.

Homemaker services are supportive services provided in the home by a trained homemaker that involves education and/or provision of home management duties to assist in strengthening family life, promoting self sufficiently and enhancing quality of life.

The primary objectives of the homemaker service are as follows:

- To ensure that clients can live in their homes as long as possible without being institutionalized.
- To ensure that each homemaker client’s home is clean, each client has access to well balanced, nutritious meals daily and various other home management tasks.
- To ensure that each client’s home is safe from hazards.

Special Requirements:

Homemaker 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:

Source of Funds	Percent of Match
Title XX/SSBG	25%

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. A minimum of 1% of the total budget must be included as program income. Client contributions must be safeguarded in compliance with the Program Income Policy, which is indicated as Attachment C to this proposal package. Also, client contributions must be used to expand the service for which the contribution was made and must be expended first, prior to expenditure of federal and/or State or local funds.

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

Title XX/SSBG Federal $350,000 Match $116,667 Program Income $3,500

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
10441 Corporate Drive, Suite 1
Gulfport, Mississippi 39503

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

Title XX/SSBG will provide the funding for this service.

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

Contracts for homemaker services will be based upon performance with a cost per unit of service. The method of payment for homemaker 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 contract model which is indicated as Attachment D to this proposal package.

Contracts for homemaker 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 27, 2022.

SMPDD will offer private RFP training sessions to allow new and current contractors to have the opportunity to ask questions and be informed on what is required in the different sections of the RFP to ensure that SMPDD is receiving qualified proposals. Both new and current contractors are highly encouraged to contact and schedule a session with Thania Coyne, Area Agency on Aging Department Head. Mrs. Coyne can be reached at 228-223-1379 or via email at tcoyne@smpdd.com

The AAA must receive proposals no later than **June 24, 2022 by 5:00 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 27, 2022 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, Mississippi 39503

Evaluation of proposals will be completed by end of day on July 18, 2022.

Notice of a contract will be forwarded to the selected provider(s) by August 1, 2022.

Contracts will be fully executed no later than September 30, 2022 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.

Closeout packages for all contracts will be due on October 31, 2023.

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

Renewal Provisions:

The homemaker contract will run for a period of one year beginning October 1, 2022 and ending September 30, 2023. The AAA contemplates subsequent contracts for the services discussed in the RFP for the next three years. The decision to renew the contract will be based upon the provider's current year compliance with specifications, quality of service, and proposed price increase. The AAA reserves the right to negotiate the price based on market conditions. The provider will be notified a minimum of sixty days in advance of the AAA's intent to renew this contract or let it expire on the normal date. Proposed price changes by the provider shall be submitted to the AAA for review by August 15th of each ensuing year if the contract is renewed. The letter of request shall include a justification for the price change. The requested increase shall not exceed the change in the Consumer Price Index for the previous twelve month period.

Proposal Package Requirements:

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

1. **Title Page** - Each proposal should include a title page with the following information:

   - Title of Proposal
   - 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
   - Unique Identity Identifier (UEI)

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. Contract Budget or Rate

Each potential service provider needs to submit a line-item budget with justification for the amount of the projected cost in each line item. This budget should be submitted using a Cost Summary Support Sheet for each activity. If the contract is to be based on unit cost, the proposed unit cost needs to be included for each activity. The proposed unit cost must be calculated by dividing the total cost of the activity, as shown on the Cost Summary Support Sheet, by the projected units of service to be provided in the activity. The above referenced forms and instructions are included in Attachment 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 contract. 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 contract, 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 (if the proposer is a municipality with annual revenues or expenditures less than $1,000,000, a compilation prepared by a CPA should be submitted.)
- most recent peer review of the auditor who conducted the most recent audit report
- proof of workers' compensation insurance
- proof of bonding
- proof of comprehensive and liability insurance
- evidence indicating that the potential service provider has the physical facilities necessary to provide the services; i.e., liens, proof of ownership

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: ___________________________

Five points will be awarded for each Yes answer: ________ **Total score for #1-6**

1. The proposal includes a statement by the Proposer agreeing to the terms and conditions in the core model contract. Yes/No

2. The proposal for the project includes a line item budget with justification. Yes/No

3. The proposal includes a non-involvement statement. Yes/No

4. The proposal includes the Proposer's most recent audit. Yes/No

5. The proposal includes the most recent peer review of the auditor who conducted the most recent audit report. Yes/No

6. The proposal includes proof of current workers' compensation insurance coverage or statement of exemption from coverage. 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 **Total** ______________

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 **Total** ______________

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 **Total** ______________

<u>Category #4</u> Budget and Cost (WV = 10)

Criterion #1: the costs proposed in the line item budget are reasonable (0 - 10) ____________

Criterion #2: the proposed cost per unit rate is justified and one understands how they were determined (0 - 10) ____________

Total possible score for this category <u>200</u> **Total** ____________

Total possible score for this proposal <u>570</u> **GRAND TOTAL**____________

The following formula for scoring each proposal is as follows:

a. Rate each criterion under each category from 0 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 considerations is 264.

Notes:____

ATTACHMENT A

CONTRACT NO. <u>2023-xx</u>

<u>GENERAL TERMS AND CONDITIONS</u>

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

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

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

2. **<u>Termination for Convenience of Agency</u>** – The Agency may terminate this Contract by giving written notice to the Contractor 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 Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.

3. **<u>Renegotiations or Modifications</u>** – The Agency may, from time to time, require renegotiations or modifications in the Scope of Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. **<u>Assignability</u> –** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the agency thereto; provided, however, that claims for money due or to become due to the Contractor from the Agency under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

5. **Interest of Contractor** – The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

6. **Confidentiality** – The Contractor shall comply with The Privacy Act of 1974 (5 USC 552a). Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

   All information regarding applicants for 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 Contractor 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 Contract by the Contractor, the Contractor shall procure a fidelity bond for an amount of not less than **25%** of the total amount of the cost of the Contract. The bond shall insure the faithful performance of all staff receiving or disbursing funds under this Contract. The Contractor 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 Contract. A loss payable provision shall be included in the bonding policy to the effect that any loss will be payable to both the Contractor and the Agency.

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

   The Contractor 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 Contractor 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 Contract shall be used as or deemed to be evidence of the acceptance of performance under the Contract as satisfactory or the satisfactory compliance with its provisions.

   It is expressly agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.

10. **Indemnification** – It is expressly agreed that the Contractor 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 Contractor 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 Contractor, including equitable title to leased or rental property, the cost of which the Contractor is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Contractor agrees to relinquish any and all such property upon termination or expiration of this Contract or upon thirty 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 Contractor of this agreement, the Contractor waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title.

12. **Non-Waiver of Breach –** No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.

13. **Monitoring –** The Agency and other authorized officials retain the right to conduct onsite fiscal and program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice.

14. **Fiscal Management and Accountability –** The Contractor will establish for funds under this Contract accurate and current accounting records in accordance with Generally Accepted Accounting Principles that meet all local, state and federal regulations. Contractor will maintain documentation that reflects expenses were incurred properly and required match is adequately met. Contractor shall provide for an audit to be conducted at the end of the Contractor's fiscal year at the Contractor's expense and a copy of the audit will be electronically provided to the Agency within 6 months from the end of the Contractor's fiscal year. If the Contractor is a municipality with revenues or expenditures less than $1,000,000.00, they may submit a compilation prepared by their CPA instead of an audit.

    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 Contractor 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 Contractor 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 Contractor 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 Contractor shall retain all fiscal and program records and documents relative to the Contract for three (3) years after expiration of this Contract.

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

15. **Program Income** – The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:

    a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service.

    b) The privacy of each older person shall be protected with respect to his or her contributions.

    c) Appropriate procedures shall be established to safeguard and account for all contributions.

    d) Supportive services and nutrition services contributions shall be used to expand 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 Contractor 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 contract or award.

18. The Contractor 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 Contractor 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 Contract at any time for as long as these records are to be retained.

20. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR 200. The Contractor 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 Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

    Compliance with all regulations, rules and order of the U. S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal Financial Assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor and contractors, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.

21. The Contractor shall provide services at consistent levels throughout the Contract period.

22. The Contractor will submit a completed closeout package within thirty (30) days of the expiration of the Contract with all refunds due.

23. The Contractor will provide services in accordance with the proposal submitted to the AAA.

24. The Contractor will comply with 29 CFR Part 71 regarding notifying employees about their rights under the National Labor Relations Act.

25. The Contractor 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. Contractor 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. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public Contract 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 Contractor 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, Contractor would also be liable for any additional cost incurred by the AAA and State due to Contract cancellation or loss of "license or permit." Any Agreements entered into between the Contractor and its contractors shall contain the E-Verify clause with which said contractors shall comply in hiring their own employees.

26. The Contractor must be registered with www.sam.gov and maintain no active exclusions.

27. The Contractor 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 Contractor shall provide written notification to all employees of the Contractor of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractors shall also include in each agreement with lower-tier Contractors, if any, the required whistleblower provisions, as mandated in 48 CFR 52.203-17.

28. If the Contractor advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Contract, it shall acknowledge that said funding for said contract and for said advertising was provided by MDHS through the Southern Mississippi Planning and Development District.

29. The Contractor assures it has the legal authority to apply for and receive the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body authorizing the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the Contract and to provide such additional information as may be required.

30. The Contractor shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract.

31. The Contractor 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 Contractor 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 Contractor 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 Contracts.

34. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this contract.

41. The Contractor shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.

42. The Contractor shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.

43. The Contractor shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the Contract is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.

44. The Contractor shall provide the required certification regarding their exclusion status and that of their principal's prior to the Contract in accordance with EOs 12549 and 12689 Debarment and Suspension.

45. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988.

46. The Contractor 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.

47. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Attachment B

Quality Assurance Standards

HOMEMAKER

A. Definition and Purpose

Homemaker services are supportive services provided in the home by a trained homemaker that involves education and/or provision of home management duties to assist in strengthening family life, promoting self sufficiency and enhancing quality of life.

The purpose of homemaker services is to assist functionally impaired older persons to remain in their home by providing assistance with the activities of daily living, housekeeping, laundry, meal planning, marketing, food preparation, and other types of home management tasks.

B. Eligibility

Individuals 60 years and older with a level II score of 22 or above on the Consumer Information Form who cannot perform simple housekeeping tasks or need assistance in performing these tasks. Individuals 60 and older who have either functional, physical, or mental characteristics which prevent them from providing the service for themselves and who do not have an informal support network capable of meeting their service needs.

C. Unit of Service

One (1) unit of service equals one (1) hour of direct service to, for or on behalf of the client.

D. Minimum Program Requirements

All providers of homemaker services under Title III, SSBG or other funds through contractual agreement with an Area Agency on Aging must adhere to the following minimum program requirements:

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

1. Service Activities - the homemaker shall perform the following services:

    a. Household Management - Assist with activities of daily living such as dusting, vacuuming, sweeping, washing dishes and clothes, bed making, and other simple housekeeping tasks to ensure a healthy environment.

    b. Menu Planning and Meal Preparation – Work with the client and primary caregiver to find out what foods and menus the client needs; prepare a shopping list, plan the meals for a week, purchase groceries, prepare and serve the meal if needed, and put away groceries and other food items. The homemaker must know the basic food groups and what constitutes a nutritious meal.

c. Consumer Education - Assist the client in getting the best buy for the dollar; selecting good quality meats, vegetables and other foods; comparing prices, buying merchandise in the size or quantity to meet the needs of the client and family; choosing the most economical products; clipping coupons, and watching for newspaper or store ads and in-store sale items.

d. Human Growth and Development - Be knowledgeable of the aging process to assist the client in understanding his or her aging process and the changes that occur as he or she ages.

e. Dressing - Assist the client in finding, preparing and putting on or taking off clothes.

f. Toileting - Assist the client to understand the importance of regular elimination of body waste and assist client in using the commode, urinal or bed pan.

g. Oral Hygiene – Assist the clients with mouth and denture cleaning procedures.

h. Bed Making – Change bed linen as necessary.

i. Sleeping and Rest Habits – Be aware of the sleeping patterns and rest habits of older people and encourage clients to take frequent rest periods.

j. Safety – Be aware of the overall protection of the household from predictable hazards and do everything possible to ensure a safe environment for the client, which includes being knowledgeable of:

1) Basic first aid and CPR;
2) Proper cleaning techniques;
3 The effects of medication on clients;
4) Ways to prevent burns, falls and fires and the types of accidents to which elderly clients are prone;
5) The phone numbers to contact emergency personnel;
6) Ways to recognize the signs of abuse, neglect and exploitation, and the proper reporting protocol; and,
7) Diseases such as AIDS, tuberculosis, pneumonia and other infections, communicable or contagious diseases and proper disease prevention techniques.

k. Health: Encourage healthy lifestyles with good habits of eating, dieting and exercising. The homemaker should be aware of the leading causes of death among the elderly such as cancer, strokes, diseases of the heart/heart attacks and others. Evidence suggests that heavy smoking, alcohol abuse, poor nutrition, improper exercise, and the lack of regular medical check-ups are associated with a variety of poor health conditions later in life.

l. Substandard Housing - The homemaker should have a basic knowledge of existing county and city housing codes and be aware of telephone numbers and process for making referrals for clients residing in substandard or inadequate housing.

2. Location of Service

Homemaker services are provided in the client's home.

3. Access to Services

a. A client may enter the service system at any point through an appropriate referral.
b. Priority shall be given to serving clients with the greatest need for the service.

. Delivery Characteristics

The following guidelines represent the basis by which homemaker services shall be provided. These guidelines serve as minimum instructions.

a. Volunteer Contributions - Allow client to voluntarily contribute to the cost of the service. However, services will not be denied due to a client's inability to contribute.
b. Gloves and Masks - Homemakers shall wear safety items such as gloves and partial facial masks when needed to prevent the spread of infections or diseases.
c. Service Hours - Homemaker services shall be available five (5) days a week, preferably between 8:00 a.m. and 5:00 p.m.
d Uniform - Homemakers shall wear uniforms which consist of a smock or, a hospital scrub suit, lab jacket, apron, or whatever has been designated by the provider agency as a uniform. The uniform must be the same in color, style, and design for all homemakers. It is left to the discretion of the service provider to supply the uniform or have homemakers to purchase one (1). A homemaker in a proper uniform has a professional appearance that makes the client feel more secure and enables the client to distinguish from other para-professionals entering the client's home.
e. Badges - Homemakers shall wear an Identification (ID) Badge or picture ID which contains agency name, and homemaker's name and title. It is left to the discretion of the provider to determine how the badge is designed or obtained.
f. Confidentiality - Homemakers shall maintain confidentiality of client information as indicated on the Consumer Information Form.
g. Case Record - The homemaker client case record shall consist of:

    1) Consumer Information Form which contains Confidentiality and Authorization Release;
    2) Service Plan/Care Plan (the care plan may be used in lieu of the service plan for case managed clients only);
    3) Record of Contact (used for documentation of visits and other pertinent information); and,

4) Homemaker Activity Sheet.

h. Back-up System - The homemaker, provider, or supervisor shall establish a back-up system when a homemaker is absent for reasons such as vacations, long periods of illness or death. The back-up system is a substitute homemaker, or an alternate means to ensure that the client is provided the service as outlined on the service or care plan.

i. Reporting - Homemakers shall report abusive behavior or situations to their supervisor immediately. Also, such behavior by a client must be documented in the client's case record.

j. Harassment - Homemakers shall not permit or be subjected to sexualharassment or advances by clients. This kind of behavior should not be tolerated. The homemaker must firmly state to the client or family member in the home that such behavior is not acceptable. If such behavior occurs, the homemaker should tell the client that such behavior will be reported to their supervisor and walk away. However, the homemaker shall handle the situation with diplomacy and tact but always refuse to participate in any sexual misconduct with the client.

k. Jewelry - Homemakers shall limit the amount of jewelry worn into the client's home. A watch is the most appropriate piece of jewelry to wear. Dangling jewelry such as earrings, necklaces and bracelets should not be worn; they can catch on bedding and furniture, or the client may pull on them and injure the homemaker. A ring may scratch the client or become lost during tasks in the home. If items are lost or damaged, the service provider or client is not responsible by the provider or client.

l. Liability - The most important protection from liability for the homemaker is to do exactly what has been prescribed on the care or service plan or instructed by the homemaker supervisor. When the homemaker follows the care or service plan or instructions, the provider agency assumes responsibility for the homemaker's actions.

m. Documentation - The homemaker shall write down on the record of contact any and all factual observations, contacts or visits with the client and actions or behaviors displayed by the client. This documentation is essential in determining if changes should be made in the care or service plan. It is also essential to show that certain tasks were performed on certain dates and time. Furthermore, the case record documentation is a valuable source of information in the event of legal action.

n. Waiting List – A waiting list consists of screened clients. Each Area Agency on Aging (contracted or direct services) shall develop policy to ensure the provision of homemaker services to those eligible individuals in the greatest need waiting to receive assistance.

o. Screening of Non-Case Managed Client – All homemaker clients shall be screened.

p. Transportation - Homemakers shall have access to reliable means of transportation, automobile insurance, if vehicle is owned by the homemaker.

q. <u>Coordination with Case Management</u> - The homemaker supervisor shall maintain regular and on-going communication with the case management provider regarding case-managed homemaker clients. Such communication will keep both the homemaker and case manager abreast of the client status and helps in deciding whether to continue or terminate services.

1) The case manager shall develop the care plan for case-managed clients that are referred for homemaker services.
2) The homemaker shall share copies of the Homemaker Activity Sheet on case-managed clients with the case manager.

r. <u>Termination of Homemaker Clients</u> - Clients receiving homemaker services shall be terminated based on the following criteria:

1) Death;
2) Relocation out of state or Planning and Service Area;
3) Increased informal or formal support, or a relative moving in to care for client;
4) Improved health status or condition;
5) Client becoming abusive and belligerent, including sexual harassment;
6) Client refuses service;
7) Client reports that he/she no longer needs the service and is able to manage activities of daily living;
8) Client is placed in a long term care facility; and
9) Services are duplicated (e.g. homemaker and home health aide are providing the same service on the same days).

Any situation involving the above criteria must be reported to the homemaker supervisor and documented in the client's case record.

s. <u>Cleaning Supplies</u> -The homemaker provider agency shall purchase for the homemaker a generic cleaning supply kit that can be carried to each home. However, these supplies will only be used if the client cannot purchase supplies due to financial restraints.

t. <u>Homemaker Categorie</u>s - The role of the homemaker falls into twocategories, household care and personal care. However, if personal care is required, see the personal care standards.

u. <u>Routine Tasks</u> - The homemaker shall perform the following tasks but notbe limited to:

1) Assist with mouth and denture care;
2) Shampoo/hair care;
3) Assist with bed bath (partial or complete) and shower or tub bath;
4) Assist with dressing, bathroom use, bed pan or urinal as requested;

5) Make or change occupied bed;
6) Light housekeeping to assure that rooms are clean and in order;
7) Prepare shopping lists and run errands;
8) Purchase and store groceries;
9) Prepare and serve foods;
10) Do laundering, ironing, sweeping, light mopping, dusting; and
11) Clean and operate equipment in the home such as vaccum cleaner, stove, washer, dryer, and other small appliances.

5. Staffing

a. The homemaker provider shall ensure that the agency has an adequate number of full-time and part-time staff to cover the counties where homemaker services are available.
b. There shall be at least One (1) supervisor for every twenty full-time equivalent (FTE) homemakers.
c. The person responsible for supervision of homemaker services shall have the following qualifications:

1) A Bachelor's Degree in Social Work, Home Economics, or a related profession.
2) Licensed Registered Nurse or Licensed Practical nurse, or

3) High school diploma and two years of experience working with the elderly or aging programs and some supervisoryexperience.

6. Training

a. The homemaker provider agency is responsible for assuring that all homemakers and homemaker supervisors are trained and certified using an approved curriculum.
b. The homemaker supervisor shall observe and evaluate the homemaker performing assigned tasks in the client's home annually.
c. A homemaker or supervisor who has been trained and certified through another approved homemaker program using the approved Mississippi Homemaker Curriculum or a comparable curriculum is exempt from participating in the 40 hour curriculum training. However, the homemaker shall take and pass the standardized examination administered at the end of the 40 hour curriculum training.
d. All homemakers and supervisors who are not certified upon employment with the agency must attend and complete the 40 hours curriculum training including taking and passing the standardized examination. A certificate shall be issued upon successful completion of the aforementioned requirements.
e. The homemaker provider agency shall provide on-going in-service training that consists of a minimum of eight hours per year. Such training can be conducted in intervals most convenient for the agency and

homemaker staff and can consist of workshops, conferences, academic course work related to the homemaker program or the agency designated training material.

f. All homemakers and supervisors shall receive orientation training provided by The agency prior to performing any assigned tasks relating to the homemaker program.

Orientation training shall consist of:

1) introduction to the agency and organizations in the aging network;
2) introduction to community resources;
3) review of the agency and Division of Aging and Adult Services policies, procedures and applicable service regulations;
4) overview of the program history, intent, funding source and target population; and,
5) homemaker responsibilities and tasks.

g. Before arranging the 40 hours curriculum training, the provider agency or designated individual must seek curriculum approval from the Division of Aging and Adult Services.

i. The curriculum training shall include lecturers, class discussions, demonstrations, handouts, films, charts, graphs, other written or audio visual instructional material which relates to the services and care of the population targeted for services.

j. The provider agency shall assure that all homemakers have satisfied the requirements to perform the tasks needed in the program. This can be documented with a certificate, CNA license, etc.

k. Homemakers may be employed when the 40 hour curriculum training is not available, but only with the provision of at least two weeks of in home training with a homemaker or homemaker supervisor who has completed the training. However, this does not replace the training which can becompleted when the classes are scheduled or at a time scheduled that is convenient for the homemaker and agency.

7. <u>Case Record Retention</u>

a. All client records shall be retained for four years after a client has been terminated from the program.

b. If a client has been terminated and re-enters the system within four years from the date of termination, the previous case-record shall be retrieved, updated and used.

c. All case records shall be maintained in an area that will protect confidentiality of information, protect from damage, theft and unauthorized inspection or use.

8. <u>Monitoring, Evaluation and Reporting</u>

a. The DHS Office of Audit and Evaluation shall monitor the Area Agency Homemaker Program annually with periodic reviews at the discretion of the Division of Aging and Adult Services.
b. The Area Agency on Aging shall monitor the homemaker service provider semi-annually.

9. Prohibited Service Activities

The homemaker may be faced with problems while caring for a client, and may be asked in the work place to perform tasks that are not part of the job description The following activities are prohibited:

a. Using the client's car;
b. Consuming clinet's food or drink;
c. Using client's telephone for any reason other than an emergency Homemaker related activities;
d. Engaging in the discussion of own personal problems, religious or political beliefs with clients;
e. Breach of client's confidentiality;
f. Accepting gifts or tips;
g. Bringing friends, relatives, or other guest to the client's home;
h. Engaging in consumption of alcoholic beverages in the client's home;
i. Smoking in client's home;
j. Soliciting money or goods from the client;
k. Engage in yard maintenance;
l. Engage in pet grooming;
m. Engage in home repairs;
n. Administering medication or giving injections;
o. Using illegal drugs;
p. Wearing high or spiked heels when working;
q. Using abusive languaghe in the client's home;
r. Engaging in sexual misconduct with client;
s. Cleaning up after anyone except client or client's spouse if he or she cannot do so;
t. Engaging in heavy cleaning;
u. Hanging or laundering curtains;
v. Waxing hardwood floors;
w. Carrying firewood or containers of coal and ashes;
x. Lifting or carrying large full garbage cans; or,
y. Moving heavy furniture.

Attachment C

CONTRACT NO. <u>2023-xx</u>

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. Contractor should develop a suggested contribution schedule for services. In developing such a schedule, contractor must consider the income ranges for older persons in the community. Means tests may not be used.

G. No older person will be denied a service because the older person will not or cannot contribute to the cost of the service.

III. EFFECTIVE DATE

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

Attachment D

Example Contract

SOUTHERN MISSISSIPPI
PLANNING AND DEVELOPMENT DISTRICT
AREA AGENCY ON AGING

STATE OF MISSISSIPPI

COUNTY OF: Insert County **CONTRACT NO.: 2023-xx**

CONTRACT FOR: **Insert Service**

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

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

3. Service Objectives and Cost -The Contractor shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the services described in Exhibit **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 contract hereof by reference as Exhibit **X**.

4. Period of Performance – The contract will run for a period of twelve months beginning October 1, 2022 and ending September 30, 2023 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 Contract -Funding for this contract will not exceed the amounts shown below for a one year period:

Funding Source	**Federal**	**State**	**Local Cash**	**Contractor Cash / In-Kind**	**Program Income**	**Total**
Total Contract						

This contract is subject to the availability of funds from all resources. Of the total contract amount of $X, the Contractor agrees to furnish a total of $X contractor cash, $X in contractor in-kind match and $X in program income.

The Federal/State portion reimbursable to the Contractor by the Agency shall not exceed $X.

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

8. Financial and Program Reporting Requirements:

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

	Frequency	Due Date
Service Provider Logs	Monthly	5th Calendar Day
Waiting List	Monthly	5th Calendar Day
Contractor Report Form	Monthly	5th Calendar Day
Closeout Package(s)	Annually	October 31, 2023

9. General Terms and Conditions - This contract 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 contract by reference as reflected in Exhibit **X**.

IN WITNESS WHEREOF the Agency and Contractor have executed this contract 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

CONTRACTOR:

ATTEST: _______________________

BY: __________________________________

TITLE: _______________________________

*******Example Contract*******

Attachment E

Budget Summary

CONTRACT 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,

2022 through September 30, 2023.

____
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(s).

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.

Southern Mississippi Planning and Development District
Area Agency on Aging
Budget Summary

1. Applicant Agency: ____________________
2. Contract Number: not applicable 3. Grant ID: not applicable 4. Beginning: 10/1/2022 5. Ending: 9/30/2023
6. Submitted as Part of (check one):
A. Funding Request___X______ B. Modification__n/a______ Modification Effective Date__n/a____

FUNDING SOURCES

7. For AAA Use	8. Activity	Federal	State	AAA Local	Program Income	Contractor Cash	Contractor In-Kind	Total
	TOTAL							

Southern Mississippi Planning and Development District
Area Agency on Aging
Cost Summary Support Sheet

1. Applicant Agency ______________________
2. Subaward Number not applicable   3. Grant ID not applicable
4. Beginning 10/1/2022   5. Ending 9/30/2023
6. Activity ______________________

7. For AAA Use Only	8. Line Item	9. Description of Item and/or Basis for Cost	10. Budget		
			Federal	All Other	Total
		TOTAL			

Attachment F

CONTRACT TERMS AND CONDITIONS

The proposing agency agrees to comply with all terms and conditions stated in the request for proposal and in the core model contract. This agreement applies to the proposed contract with Southern Mississippi Planning and Development District Area Agency on Aging for services for the period of October 1, 2022 to September 30, 2023.

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 Department of Human Services | Division of Aging and Adult Services
Mississippi Consumer Information Form

1. CLIENT IDENTIFICATION

Client's Last Name ____ First Name ____ Middle Initial ____ Suffix ____

Date of Birth ____ Email Address ____

☐ Homeless ☐ Requires Assistance in an Emergency

Case Manager ____

Family Members ____

Address of Client ☐ Unknown ☐ Home

County ____

Physical Address ____ City ____ State ____ Zip Code ____

Mailing Address ____ City ____ State ____ Zip Code ____

Directions to Client's Home ____

Phone Number ____ Alternate Phone Number ____

2. ADDITIONAL CONTACT INFORMATION ☐ Voluntary ☐ Involuntary ☐ No

Contact Type (Guardian/Conservator Type/Durable Power of Attorney) ____ Relationship to Client ____

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

Address ____ City ____ State ____ Zip Code ____

Phone Number ____ Alternate Phone Number ____

3. DEMOGRAPHICS

Gender: ☐ Male ☐ Female ☐ Unknown Gender Identity: ☐ Non-Binary ☐ Trans-Male ☐ Trans-Female ☐ Other ☐ Non-Disclose

Client less than 60: ☐ Spouse ☐ Meal-Volunteer ☐ Disabled ☐ Lives in Senior Housing ☐ Lives with Client

Race ____ Ethnicity: ☐ Hispanic ☐ Non-Hispanic

4. IS THE CLIENT A MINORITY? ☐ Yes (3) ☐ No (0) **5. CLIENT'S PRIMARY LANGUAGE** ☐ Needs Translation ☐ English Limited ☐ English

6. RELATIONSHIP STATUS ☐ Divorced ☐ Married ☐ Separated ☐ Widowed ☐ Single/Never Married

7. EMPLOYMENT STATUS ☐ Full-Time ☐ Part-Time ☐ Retired ☐ Unemployed ☐ Volunteer ☐ Disabled

8. VETERAN STATUS ☐ Yes ☐ No ☐ Spouse of Veteran ☐ Child of Veteran **9. IS THE CLIENT'S ADDRESS RURAL?** ☐ Yes (3) ☐ No (0)

10. HOUSING TYPE ☐ Home/Own ☐ Home/Rent ☐ Other ☐ Apartment/Duplex ☐ Adult Care Residence/Personal Care/Assisted Living

11. LIVES WITH ☐ Lives Alone ☐ Other Family ☐ With Spouse ☐ Other Non-Relative

12. REFERRAL SOURCE ____

13. SOURCES OF SUPPORT (LIST) ____

14. PRIMARY TRANSPORTATION ____ **15. CLIENT/FAMILY MONTHLY INCOME** ____

16. INCOME BELOW THE NATIONAL POVERTY LEVEL? ☐ Yes (3) ☐ No (0)

17. SOCIAL SECURITY ☐ No ☐ SS Retirement ☐ SS Disability ☐ Receives SSI ☐ Receives Private Pension

18. MEDICARE? # ____ Part A B C D **19. MEDICAID? #** ____

Date of Completion: ____

20. ACTIVITIES OF DAILY LIVING (ADL)

Assessment Date: ____________

	INDEPENDENT (0)	SUPERVISION (1)	REQUIRES SOME ASSISTANCE (2)	ASSISTANCE MOSTLY (3)	TOTAL ASSISTANCE (4)	ACTIVITY DOES NOT OCCUR (5)
Bathing	☐	☐	☐	☐	☐	☐
Dressing	☐	☐	☐	☐	☐	☐
Toilet Use	☐	☐	☐	☐	☐	☐
Transfer Mobility	☐	☐	☐	☐	☐	☐
Eating	☐	☐	☐	☐	☐	☐
Walking in Home	☐	☐	☐	☐	☐	☐
TOTALS:						

Please list other observations of activities of daily living: ____________ Total ADL Score: ____________

21. INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADL)

	INDEPENDENT (0)	SUPERVISION (1)	REQUIRES SOME ASSISTANCE (2)	ASSISTANCE MOSTLY (3)	TOTAL ASSISTANCE (4)	ACTIVITY DOES NOT OCCUR (5)
Meal Preparation	☐	☐	☐	☐	☐	☐
Managing Medicines	☐	☐	☐	☐	☐	☐
Telephone	☐	☐	☐	☐	☐	☐
Managing Money	☐	☐	☐	☐	☐	☐
Heavy Housework	☐	☐	☐	☐	☐	☐
Shopping	☐	☐	☐	☐	☐	☐
Transportation	☐	☐	☐	☐	☐	☐
Light Housework	☐	☐	☐	☐	☐	☐
TOTALS:						

Comments: ____________ Total IADL Score: ____________

22. NUTRITION RISK ASSESSMENT:

The score for each yes answer is in parenthesis. Total YES answers only and assign a Nutrition Risk Score based on the scoring scale below.

1. Has the Client made any changes in lifelong eating habits because of health problems?	☐ Unknown	☐ Yes (1)	☐ No
2. Does the Client eat fewer than 2 meals per day?	☐ Unknown	☐ Yes (3)	☐ No
3. Does the Client eat fewer than 5 servings of fruits and vegetables every day?	☐ Unknown	☐ Yes (1)	☐ No
4. Does the Client eat fewer than 2 servings of dairy products every day (such as milk, yogurt, or cheese)?	☐ Unknown	☐ Yes (1)	☐ No
5. Does the Client sometimes not have enough money to buy food?	☐ Unknown	☐ Yes (4)	☐ No
6. Does the Client have trouble eating well due to problems with chewing/swallowing?	☐ Unknown	☐ Yes (2)	☐ No
7. Does the Client eat alone most of the time?	☐ Unknown	☐ Yes (1)	☐ No
8. Without wanting to, has the Client lost or gained 10 pounds in the past six months?	☐ Unknown	☐ Yes (2)	☐ No
9. Does the Client need help to shop, cook, and/or feed themselves (or get someone to do it for them)?	☐ Unknown	☐ Yes (2)	☐ No
10. Does the Client have 3 or more drinks of beer, liquor, or wine almost every day?	☐ Unknown	☐ Yes (2)	☐ No
11. Does the Client take 3 or more different prescribed or over the counter drugs per day?	☐ Unknown	☐ Yes (1)	☐ No
12. Does the Client have diabetes?	☐ Unknown	☐ Yes (6)	☐ No

Additional Comments: ____________ Nutrition Risk Score: ____________

Score 0-5 LOW (Score-0) | Score 6-20 HIGH (score-6)

23. SERVICES REQUESTED

Service Date: ____________ Start Date: ____________ Notes: ____________

Service Date: ____________ Start Date: ____________ Notes: ____________

Service Date: ____________ Start Date: ____________ Notes: ____________

Service Date: ____________ Start Date: ____________ Notes: ____________

Service Date: ____________ 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: ____________

I certify that information concerning this client will not be disclosed except with the written consent of the client.

Signature of Person Completing Form: ____________ Date: ____________

Service Denied Date: ____________ Date Entered into WellSky: ____________

24. CONSUMER SCORE:

circle the score from questions 4,9,16, and 22 add ADL's and IADL's scores for Total Consumer Score

Minority Status ______ Rural Status ______ Income Status ______ ADL Score ______ IADL Score ______ Nutrition Risk ______ Total Consumer Score ______