

**SOUTHERN MISSISSIPPI PDD
AREA AGENCY ON AGING**

REQUEST FOR PROPOSAL

FOR

Transportation

FISCAL YEAR OCTOBER 1, 2026 - SEPTEMBER 30, 2027

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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:

Transportation services are to be provided to persons who are sixty (60) years and above and who are not residents in a long-term care facility. A Consumer Information Form, indicated as Exhibit I to this proposal package, is to be administered by the provider to determine eligibility and to maintain the waiting list.

The geographic areas where these congregate meal 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.

Transportation service is initiated at a client's location and transported to a designated location.

Transportation services are the traveling of eligible older individuals to and from community resources for the purpose of obtaining needed services or goods.

Transportation shall be provided for the following purposes:

- Medical and/or dental treatment
- Senior centers
- Adult day cares
- Congregate meal sites
- Other applicable locations based on needs

Special Requirements:

Transportation services must be provided in compliance with the Scope of Work and Policies and Procedures, which is indicated as Exhibit B to this proposal package.

Match Requirements:

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>Sources of Funds</u>	<u>Percent of Match</u>
Title XX-SSBG	25%
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. A match is not required on client contributions/program income, which is addressed below.

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

Clients cannot be charged for services. However, each client must be afforded an opportunity to contribute to the cost of the service and the amount contributed must be kept confidential. Proposers must include a minimum of 1% of the total budget as program income. Client contributions must be safeguarded in compliance with the Voluntary Contributions Policy, which is indicated as Exhibit 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 \$500,000	Match \$166,667	Program Income \$6,000	
Title III-B	Federal \$90,000	State \$5,295	Match \$10,589	Program Income \$1,050

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:

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

Telephone Number (228) 868-2311 ext. 1479
Fax Number (228) 868-2550
Email tcoyne@smpdd.com

Title XX-SSBG and Title III-B will provide the funding for this service.

All expenditures required to provide these services in compliance with the Scope of Work and the Policies and Procedures 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, State regulations, and Federal regulations must be adhered to.

The method of payment for transportation 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 Exhibit D to this proposal package.

Contracts for transportation 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 April 24, 2026.

SMPDD will offer private proposal 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. You are highly encouraged to schedule a session with Thania Coyne, Senior Services Assistant Division Director. Mrs. Coyne can be reached at 228-223-1379 or via email at tcoyne@smpdd.com

The AAA must receive proposals no later than **May 11, 2026 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 May 12, 2026 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 May 29, 2026.

Notice of a contract will be forwarded to the selected provider(s) by June 6, 2026.

Contracts will be fully executed no later than September 30, 2026 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 29, 2027.

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 are 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.

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”. If submitting a proposal for more than one service, each proposal must be delivered or mailed in a separate envelope by the deadline indicated above and allow time for mail delivery. Three copies of each proposal must be submitted.

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 Exhibit D to this proposal package and to the General Terms and Conditions as indicated in Exhibit A.

Renewal Provisions:

The transportation service contract will run for a period of one year beginning October 1, 2026 and ending September 30, 2027. The AAA contemplates subsequent contracts for the services discussed in the RFP for the next three years. The decision to renew the contract will be based upon the provider’s current year compliance with specifications, quality of service, and proposed price increase. The AAA reserves the right to negotiate the price based on market conditions. The provider will be notified a minimum of sixty days in advance of the AAA’s intent to renew this contract or let it expire on the normal date. Proposed price changes by the provider shall be submitted to the AAA for review by August 15th of each ensuing year if the contract is renewed. The letter of request shall include a justification for the price change. The requested increase shall not exceed the change in the Consumer Price Index for the previous twelve-month period.

Proposal Package Requirements:

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

1. Title Page - Each proposal should include a title page with the following information:
 - Title of Proposal
 - Respondents' 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 Entity 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 that will be conducted to accomplish the objective and a start and a completion date for each activity.
 - specify how your agency intends to satisfy the service needs of those identified as in greatest economic and greatest social need, with a focus on low-income minority individuals in the area served.

5. Contract Budget or Rate

Each potential service provider needs to submit a line-item budget with justification for the amount of the projected cost in each line item. This budget should be submitted using a Budget Summary 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 Budget Summary Sheet, by the projected units of service to be provided in the activity. The above referenced forms and instructions are included in Exhibit 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. Exhibit 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. Exhibit G

- **Conflict of Interest:** The Proposal must include a completed conflict of interest (COI) form for the head of the potential service provider. If a COI is determined, the COI removal and remedy form must be completed. Exhibit H

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
- internal control policy and procedure in accordance with 2 CFR 200.303

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 #1-7**

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
7. The proposal includes a completed conflict of interest (COI) form. Yes/No
If a COI exists, a remedy and removal form must be submitted.

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 proposal explains how the service needs of those with greatest economic need and greatest social need with a focus on low-income minority individuals will be satisfied (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 20 **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** _____

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** _____

Total possible score for this proposal 570 **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: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. **Termination of Contract for Cause** – If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner 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. **Termination for Convenience of Agency** – 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. **Renegotiations or Modifications** – The Agency may, from time to time, require renegotiations or modifications in the service contract to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.
4. **Assignability** – The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the agency thereto; provided, however, that claims for money due or to become due to the Contractor 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. The organization, staff, board, council, and certain volunteers must submit Conflict of Interest (COI) screening forms. If a conflict exists, COI Identification, Removal and Remedy forms will be submitted.
6. **Confidentiality** – The Contractor shall comply with The Privacy Act of 1974 (5 USC 552a) related to gathering and disclosing of information and documentation maintained on individuals. 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, other than State or Federal auditors, by the Contractor without the prior written approval of the Agency.
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 amount 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.

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

8. **Participant Complaints** – The Contractor shall notify the Agency, in writing, of all participant complaints. The Contractor shall adhere to procedures for resolving complaints of program participants as instructed by the Agency.
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. **Equipment** – If equipment is authorized under the Contract, the equipment shall be used for the program for which it was acquired. When the equipment is no longer needed for the original program, the Contractor shall inform the Agency.
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, such as State and Federal auditors, 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 \$1,000,000 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 200.501. All for-profit organizations that expend \$1,000,000 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. 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. **Voluntary Contributions (Program Income)** – Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under the Older Americans Act, consistent with section 315(b) (42 U.S.C. 3030c-2(b)). Voluntary contributions must be expended first, prior to the expenditures of federal, state, or local funds. Voluntary contributions must be used to expand the service that generated the 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 those identified as in greatest economic need and greatest social need, with a focus on low-income minority individuals in the area served, including attempting to provide services to low-income minority individuals at least in proportion to the number of low-income minority older individuals and family caregivers in the population serviced by the provider.
 - c) Provide recipients with an opportunity to contribute to the cost of the service.
 - d) Provide, to the extent feasible, for the furnishing of services through self-direction.
 - e) Bring conditions or circumstances which place an older person, or the household of an older person, in imminent danger to the attention of adult protective services or other appropriate officials for follow-up, provided that: 1) The older person or their legal representative consents; or 2) Such action is in accordance with local adult protective services requirements.
 - f) Where feasible and appropriate, make arrangements for the availability of services to older persons and family caregivers in weather-related and other emergencies.
 - g) Assist participants in taking advantage of benefits under other programs; and
 - h) 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 disability;

Title I, Title II and Title III of the Americans with Disabilities Act (ADA) (1990) as amended by the ADA Amendments Act of 2008;

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

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 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.
19. The Contractor shall provide services at consistent levels throughout the Contract period.
20. The Contractor will submit a completed closeout package within thirty (30) days of the expiration of the Contract with all refunds due.
21. 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.

22. The Contractor must be registered with www.sam.gov and maintain no active exclusions.
23. The Contractor must comply with the program for enhancement of contractor employee whistleblower protections (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 3.900 through 3.905 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.
24. 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, DAAS through the Southern Mississippi Planning and Development District AAA.
25. 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.
26. The Contractor shall provide, in a timely manner, written disclosure of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract.
27. 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.
28. 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 2010 ADA Standards for Accessible Design.

29. 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.
30. 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.
31. The Contractor shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.
32. 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 MDHS DAAS.
33. The Contractor shall provide the required certification regarding their exclusion status and that of their principals prior to the Contract in accordance with EOs 12549 and 12689 Debarment and Suspension.
34. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988.
35. The Contractor shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a UEI number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.
36. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
37. The Contractor shall retain documentation that it has screened for criminal background or other disqualifications of all employees who have access to participant's personal information through conversation, access to personal information during application or assessments, or by entering the participant's home for any reason. Screenings shall be done upon hire and at least every two years thereafter. Contractor shall retain documentation that it has followed the background screening policy and procedure that the Contractor established for all other direct care employees.
38. The Contractor shall be in compliance with the Older Americans Act (OAA) of 1965, as amended, and the OAA Final Rule (45 CFR Parts 1321, 1322, 1323, and 1324).

Exhibit B

***Scope of Work and
Policies and Procedures***

Transportation Policies and Procedures

Transporting eligible older individuals to and from community resources for the purpose of obtaining needed services or goods. Transportation is an essential part of the community infrastructure that enables individuals to access goods, services, and social connections that support their day-to-day existence and overall quality of life.

1. Compliance with Federal Regulations

- Ensure all programs and services comply with the Older Americans Act (OAA) and relevant federal regulations, including **45 CFR Part 84, 45 CFR 1321, and ADA accessibility requirements under 49 CFR Part 38.**
- Provisions included in contracts with transportation providers to ensure adherence to OAA requirements, ADA accessibility standards, and other applicable federal and state transportation regulations.
- Transportation providers must ensure that all vehicles used to transport older adults comply with **ADA accessibility specifications for transportation vehicles**, including lifts, ramps, securement systems, and passenger accessibility features.

2. Service Delivery Plans

- Transportation providers will implement a comprehensive service delivery plan outlining how transportation services will be delivered.
- Transportation providers will ensure service delivery plans include direct transportation services that provide equitable access to services for all eligible older adults.

3. Eligibility Assessment

Qualification – Anyone 60 years of age and older who is not a resident in a long-term care facility is eligible for transportation services.

- ❖ Transportation staff will utilize the mobile assessment system and standardized tool, **Consumer Information Form (CIF)**, to assess functional impairments and determine eligibility for services.
- ❖ Transportation staff will give priority to individuals with the greatest economic or social need, including those at risk of institutionalization, those with limited support systems, or those who are homebound.

- **Contributions** – Clients shall be allowed to voluntarily contribute to the service cost. Transportation providers shall ensure that no one is denied service because he/she does not voluntarily contribute to the program. A donation box should be available at all times on each transportation vehicle.

- **Unit of Service** – One unit of service is defined as a **one-way trip** to a designated location.

4. Documentation and Reporting

- Transportation staff will maintain licenses to utilize the mobile assessment system and maintain detailed records of all service activities within the approved **MDHS database**, including:

- ❖ Consumer Information Forms
- ❖ Documentation of services received (daily sign-in sheets)
- ❖ Approval or termination notices
- ❖ Contact name and number for at least one emergency contact

- Submit required data and reports to the **State Unit on Aging (SUA)** within specified timelines (e.g., within 10 working days for client tracking system updates).

5. Training and Technical Assistance

- Provide mandatory training for all staff and service providers funded through AAA programs. Training should include:

- ❖ Program policies and procedures
- ❖ Skills training (e.g., interviewing, assessment techniques, communication)
- ❖ Recognizing abuse, neglect, and exploitation
- ❖ Emergency procedures
- ❖ In-service training for updates and professional development

- Ensure staff attend scheduled virtual training sessions with cameras on and active participation.

- Ensure staff attend mandatory **CIF and mobile assessment training** provided by AAA program coordinators each fiscal year.

- Transportation drivers and staff must also receive training on:

- ❖ ADA passenger assistance procedures
- ❖ Proper operation of wheelchair lifts and ramps
- ❖ Wheelchair securement systems
- ❖ Safe boarding and alighting procedures for passengers with disabilities.

6. Monitoring and Evaluation

- AAA will establish internal monitoring mechanisms to ensure transportation services comply with **OAA regulations, ADA accessibility standards, and program requirements**.
- AAA will conduct annual reviews of transportation providers and submit monitoring documentation to the SUA.
- Evaluate service delivery practices, including digital accessibility, outreach effectiveness, and adherence to priority service categories.

7. Service-Specific Policies

- Transportation providers will provide **safe, clean, and accessible transportation** for eligible older adults. Providers must maintain proper documentation and ensure drivers meet safety and training requirements.
- Transportation shall be provided for the purpose of transporting clients from one location to another (e.g., medical appointments, senior centers, adult day care, congregate meal sites, field trips, or grocery stores). Transportation does not include any other activity.

Transportation Safety Measures

- a. All transportation drivers shall have a safe driving record and a commercial driver's license when required by the Mississippi Safety Patrol.
- b. All vehicles must be maintained in safe and clean conditions.
- c. Written policies and procedures regarding accidents, traffic violations, vehicle safety, and maintenance shall be maintained and a copy provided to AAA.
- d. When utilizing transportation services, each older person shall be given the opportunity to voluntarily contribute to the cost of the service.

ADA Vehicle Accessibility Requirements

Transportation providers must ensure vehicles comply with **ADA Accessibility Specifications for Transportation Vehicles (49 CFR Part 38)** including:

- Vehicles must include a **lift or ramp capable of supporting at least 600 pounds** for wheelchair or mobility aid access.
- Vehicles must provide **securement systems and designated wheelchair spaces** to safely secure mobility devices during transport.

- Lift platforms must be **slip resistant**, include protective barriers, and allow safe boarding and exit.
- Ramps must maintain safe slopes and include side barriers to prevent mobility aids from slipping off.
- Vehicles must provide **adequate interior circulation space** to allow wheelchair users to maneuver to securement locations.
- Vehicles must include **handrails, stanchions, and priority seating areas** for individuals with disabilities.
- Vehicles must have **appropriate lighting at doors, lifts, ramps, and stepwells** to ensure safe boarding and exiting.
- Securement devices must limit movement of wheelchairs or mobility aids during normal vehicle operation.

Transportation Staff Protocols

- a. All transportation service providers must designate a person responsible for the day-to-day operation of the transportation service.
 - b. There must be an adequate number of staff to accomplish the purpose of the service.
 - c. All prospective transportation staff shall obtain a signed statement from a licensed physician stating that the driver has no medical or physical condition, including vision impairment, that may impair safe driving or passenger assistance. Documentation must be available for AAA monitoring.
 - d. Transportation drivers must take and pass drug and alcohol testing. Test results must be available for AAA monitoring.
 - e. Volunteers used in transportation services shall be trained and meet minimum requirements established by the provider.
 - f. All transportation drivers must be trained in **basic first aid, emergency procedures, and defensive driving** before being allowed to carry passengers.
- Transportation shall be available at a minimum of **five days per week**, preferably between the hours of **8:00 a.m. and 5:00 p.m.**

8. Prohibited Activities

- Transportation providers and staff shall not engage in prohibited activities, such as using client resources for personal use, accepting gifts, or performing tasks outside the scope of their role.

- Transportation staff shall not operate a vehicle under the influence of any substance that impairs his/her ability to safely operate the vehicle.
- Transportation staff shall not use transportation vehicles for personal use.

9. Client Rights and Confidentiality

- Transportation providers will protect client confidentiality and ensure no data reports connect the identity of participants to the type of services received.
- Transportation providers will allow clients to voluntarily contribute to service costs without denying services based on their ability to pay. Donation boxes shall be visibly placed in each bus/vehicle.

10. Emergency Preparedness

- Develop and implement emergency plans for transportation, including procedures for medical crises, evacuation, and transportation emergencies.
- Ensure staff are trained in emergency protocols and maintain accessible emergency contact information for all clients.

11. Coordination and Collaboration

- Coordinate services with other programs, such as the **Long-Term Care Ombudsman Program** and **Medicaid Waiver** to avoid duplication and ensure comprehensive care.
- Establish partnerships with community organizations to enhance service delivery and advocacy efforts.

12. Accessibility

- Ensure services are accessible to individuals with disabilities and those with **Limited English Proficiency (LEP)**. Provide auxiliary aids, services, and language assistance as needed.
- Transportation providers will enter clients through the **mobile assessment system** on the first day of service through an appropriate referral/verification of services before gaining access to transportation services.
- Transportation providers must ensure vehicles meet **ADA accessibility standards**, including wheelchair access, securement locations, accessible signage, and accessible boarding systems.

13. Amendments and Updates

- Submit amendments/updates to the **AAA** for any changes in service delivery, such as opening or closing facilities or adding or removing transportation resources.

14. Grievance Procedures

- Transportation providers will implement grievance procedures for clients and caregivers and ensure all clients are informed of their rights and the process for filing complaints.

This framework aligns with the **Older Americans Act, ADA accessibility standards (49 CFR Part 38), and federal aging program requirements**, ensuring compliance, equitable service delivery, and protection of older adults' rights and dignity.

AAA Transportation Monitoring Checklist

(Older Americans Act & ADA Compliance)

Monitor Name: _____

Provider Agency: _____

Date of Review: _____

1. Federal and Regulatory Compliance

- Provider complies with the Older Americans Act (OAA).
- Provider complies with 45 CFR Part 84 (Non-Discrimination).
- Provider complies with 45 CFR 1321 and 1325 program requirements.
- Provider complies with ADA Accessibility Standards (49 CFR Part 38).
- Provider contract includes language requiring compliance with federal regulations.

Documentation to Review:

- Signed provider contract
- Civil Rights compliance documentation
- ADA compliance verification

2. Service Delivery Plan

- Provider has a written transportation service delivery plan and has been reviewed by AAA.
- Service delivery plan outlines:
 - Routes or service area
 - Days and hours of operation
 - Client eligibility process
 - Scheduling procedures
 - Safety procedures
- Services are delivered at least five days per week when applicable.

Documentation to Review:

- Transportation service delivery plan
- Transportation schedules
- Route documentation

3. Client Eligibility and Assessment

- Clients served are 60 years of age or older and not residing in long-term care facilities nor are enrolled in the Medicaid Waiver Program.
- Client eligibility is determined through the Consumer Information Form (CIF) using the mobile assessment system.
- Priority is given to individuals with:
 - Greatest economic need
 - Greatest social need
 - Limited support systems
 - Risk of institutionalization
 - Homebound status

Documentation to Review:

- Consumer Information Forms reviewed/approved by Program Coordinator on day completed

4. Client Contributions

- Clients are provided the opportunity to voluntarily contribute to the cost of transportation services.
- A donation box is available in each vehicle.
- Clients are not denied services due to inability to contribute.

Documentation to Review:

- Contribution policy (Program Coordinator confirm with a participant that the policy was disclosed)
- Vehicle inspection for donation box

5. Units of Service

- Transportation units are recorded as one unit per one-way trip.
- Trip logs are maintained accurately.

Documentation to Review:

- Trip logs noting Medical, Nutrition, Errands, Social
- Daily transportation records
- Sign-in sheets

6. Documentation and Data Reporting

- Transportation provider maintains records in the approved MDHS database.
- Required documentation includes:
 - Consumer Information Forms
 - Daily service documentation
 - Client approval/termination notices
 - Emergency contact information
- Required data is submitted to the State Unit on Aging within required timelines (e.g., 10 working days).

Documentation to Review:

- Data entry records
- Service documentation
- Client tracking reports

7. Staff Training Requirements

- All transportation staff receive required training including:
 - Program policies and procedures
 - Interviewing and assessment techniques training provided by AAA was attended
 - Communication skills
 - Elder abuse, neglect, and exploitation reporting
 - Emergency procedures

- Drivers receive additional training in:
 - Defensive driving
 - Passenger assistance techniques
 - Wheelchair lift and ramp operation
 - Wheelchair securement procedures
 - Basic first aid, CPR and Heimlich

- Staff attend mandatory AAA CIF and mobile assessment training annually.

Documentation to Review:

- Staff training records
- Driver certifications
- Training attendance logs

8. Vehicle Safety and Maintenance

- Vehicles are safe, clean, and properly maintained. (Program Coordinator will schedule inspection of any vehicles located in another county away from home office.)
- Vehicle maintenance records are maintained.
- Vehicles undergo routine safety inspections.
- Written policies exist for:
 - Accidents
 - Traffic violations
 - Vehicle maintenance

Documentation to Review:

- Vehicle inspection records
- Maintenance logs
- Safety policies

9. ADA Accessibility Compliance

Transportation vehicles must meet ADA requirements under 49 CFR Part 38.

- Vehicles include wheelchair lifts or ramps.
- Lift or ramp supports minimum 600-pound load capacity.
- Lift platform includes safety barriers and slip-resistant surfaces.
- Vehicles include wheelchair securement systems.
- Securement areas provide minimum clear space of 30 x 48 inches.
- Vehicles include:
 - Priority seating signage
 - Interior handrails and stanchions
 - Adequate lighting for boarding
 - Accessible entryways
- Vehicles provide safe boarding and exiting for individuals with disabilities.

Documentation to Review:

- Vehicle inspection
- ADA accessibility verification
- Lift and ramp maintenance records

10. Driver Requirements

- Drivers have safe driving records.
- Drivers hold a Commercial Driver's License (CDL) when required.
- Drivers have completed drug and alcohol testing.
- Drivers have physician certification verifying they have no medical condition impairing safe driving.
- Drivers are trained in passenger safety and emergency procedures.

Documentation to Review:

- Driver license copies
- Drug testing records
- Medical clearance documentation
- Driver training records

11. Prohibited Activities

- Staff do not:
 - Use transportation vehicles for personal use
 - Operate vehicles under the influence of drugs or alcohol
 - Accept gifts or misuse client resources
- Staff perform duties only within their authorized role.

Documentation to Review:

- Staff conduct policies
- Incident reports

12. Client Rights and Confidentiality

- Client information is kept confidential.
- Service records do not disclose identifiable client data improperly.
- Clients are informed of:
 - Their rights
 - Contribution policies
 - Complaint procedures

Documentation to Review:

- Confidentiality policies
- Client rights documentation

13. Emergency Preparedness

Provider has written emergency response procedures and reviewed by the AAA Program Coordinator.

Emergency procedures address:

- Medical emergencies
- Vehicle breakdowns
- Natural disasters
- Evacuations

Emergency contact information for clients is readily available.

Documentation to Review:

- Emergency plans
- Staff training records
- Emergency contact documentation

14. Coordination and Collaboration

Provider coordinates services with:

- Senior centers
- Adult day care programs
- Congregate meal sites
- Medical services
- Other AAA programs

Transportation services avoid duplication with other services such as Medicaid Waiver.

15. Accessibility and Language Access

Transportation services are accessible to individuals with disabilities.

Providers offer language assistance for Limited English Proficiency (LEP) clients when necessary.

Auxiliary aids and services are provided when needed.

Documentation to Review:

- Language access policies
- Accessibility procedures

16. Grievance Procedures

Provider maintains written grievance procedures.

Clients are informed of how to file complaints.

Complaints are documented and resolved in a timely manner.

Documentation to Review:

Scope of Work: Transportation Services

1. Responsibilities and Requirements

Service Purpose

- Transportation services will be provided to **eligible older adults** to support access to:
 - Congregate meal sites
 - Senior centers
 - Adult day care services
 - Non-emergency medical appointments
 - Social and recreational outings
 - Essential community services (e.g., shopping, banking, pharmacy)

2. Eligibility and Client Intake

- All clients must:
 - Be **60 years of age or older**
 - Be screened using the **MDHS Consumer Information Form (CIF)** to determine eligibility and assess service needs
- Clients must:
 - Not reside in a **long-term care facility**
 - Not be enrolled in a **Medicaid Waiver program**
- Priority should be given to individuals with:
 - Greatest economic or social need
 - Limited access to transportation
 - Risk of isolation or institutionalization

3. Service Delivery Requirements

- Transportation services must:
 - Be available **five (5) days per week**
 - Operate between **8:00 AM – 5:00 PM**
 - Be provided in a manner that ensures:
 - **Safety, reliability, and timeliness**
 - Accessibility for individuals with disabilities (ADA compliance)
- A **one-way trip equals one (1) unit of service**
- Providers must maintain **daily ridership logs/sign-in sheets** documenting:
 - Client name
 - Trip purpose
 - Origin and destination

4. Client Rights and Contributions

- Clients must:
 - Be treated with **dignity, respect, and confidentiality**
- Clients will be given the opportunity to make **voluntary contributions**:
 - Through a **designated locked donation box on the vehicle**
 - Services must **not be denied based on inability to contribute**

5. Documentation and Reporting

- The provider must maintain accurate and complete records, including:
 - **Consumer Information Forms (CIFs)** (entered electronically on the day of intake)
 - **Daily transportation logs/ridership records**
 - **Service Provider Logs (entered daily)**
- All data must be entered into **WellSky or other State-approved system**

Reporting Requirements

Requirement	Frequency	Due Date
Service Provider Logs	Monthly	5th Calendar Day
Waiting List	Monthly	5th Calendar Day
Contractor Reporting Worksheet	Monthly	5th Calendar Day
Closeout Package(s)	Annually	October 31

6. Training and Staffing Requirements

- All transportation staff must:
 - Maintain **current certification in CPR, First Aid, and Heimlich Technique**
 - Complete training in:
 - Emergency procedures and crisis response
 - Passenger assistance and safety
 - Abuse, neglect, and exploitation reporting
- Drivers must:
 - Maintain a **valid driver's license (CDL if required)**
 - Have a **safe driving record** in accordance with Mississippi Safety Patrol requirements
- All staff must:
 - Pass **annual and/or random drug and alcohol testing**
- Provider must:
 - Assign **one designated staff member** responsible for data entry and reporting
 - Attend **mandatory CIF and Service Provider Log training**

7. Safety and Vehicle Requirements

- Transportation providers must:
 - Maintain **written policies and procedures** for:
 - Accidents
 - Traffic violations
 - Vehicle safety and maintenance
 - Ensure all vehicles are:
 - Properly maintained and inspected
 - Equipped for safe transport of older adults, including those with disabilities
 - Maintain documentation of:
 - Routine maintenance
 - Safety inspections

8. Emergency Preparedness

- Provider must:
 - Submit to SMPDD within 5 days of contract execution:
 - **Emergency plan**
 - **Contingency protocols**
 - Maintain:
 - Emergency contact information for all clients
 - Staff trained in emergency procedures
- Notify SMPDD and clients of **service interruptions or closures at least 2 weeks in advance**

9. Monitoring and Compliance

- Provider will:
 - Be subject to **annual or more frequent monitoring by SMPDD/AAA**
 - Participate in **MDHS and AAA compliance reviews**
 - Maintain internal controls to ensure:
 - Compliance with OAA, MDHS, and AAA policies
 - Accurate and timely reporting
 - Implement and document **corrective actions when required**

10. Data Compliance and Recertification

- CIFs must be:
 - Updated **annually prior to expiration (within 1 year of service start date)**
- Failure to maintain current CIFs will result in:
 - **Ineligibility of reported service units until corrected**

11. Additional Requirements

- Provider must:
 - Report all service disruptions, including holidays, **at least 2 weeks in advance**
 - Maintain contingency plans for **alternative transportation services** if needed
 - Submit updates to SMPDD regarding:
 - Changes in service delivery
 - Operational changes

12. Grievance Procedures

- Provider must:
 - Develop and maintain **formal grievance procedures**
 - Inform clients of:
 - Their rights
 - Complaint and resolution processes

Exhibit C

CONTRACT NO. 2027-xx

Southern Mississippi Planning and Development District Area Agency on Aging VOLUNTARY CONTRIBUTIONS POLICY

I. DEFINITION AND PURPOSE

Voluntary contributions are donations of money or other personal resources given freely, without pressure or coercion, by individuals receiving services under the Older Americans Act (OAA).

The purpose of this document is to transmit the policy regarding voluntary contributions collected for services rendered with funds administered by the SMPDD Area Agency on Aging and the Mississippi Department of Human Services Division of Aging and Adult Services. A provision must be made for safeguarding voluntary contributions contributed by the clients served with aging funds in the most cost-effective manner.

Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under the OAA, consistent with section 315(b) of the Act (42 U.S.C. 3030c-2(b)).

II. REQUIREMENTS

- A. The suggested contribution levels shall be based on the actual cost of service.
- B. Voluntary contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the Federal poverty level. Assets, savings, or other property owned by an older individual or family caregiver may not be considered.
- C. The method of solicitation must be noncoercive. The solicitation must meet all requirements of this provision and be conducted in such a manner so as not to cause a service recipient to feel intimidated, or otherwise feel pressured into contributing.
- D. All recipients of services shall be provided:
 1. an opportunity to voluntarily contribute to the cost of the service;
 2. clear information, including information in alternative formats and in languages other than English in compliance with Federal civil rights laws, explaining there is no obligation to contribute, and the contribution is voluntary;
 3. protection of privacy and confidentiality of each recipient with respect to the recipient's income and contribution or lack of contribution.
- E. Means testing is prohibited.
- F. Services shall not be denied because the older individual or family caregiver will not or cannot make a voluntary contribution.

- G. Appropriate procedures to safeguard and account for all contributions shall be established.
- H. Amounts collected are considered program income and are subject to the requirements in 2 CFR 200.307 and in 45 CFR 1321.9(c)(2)(xii).

III. EFFECTIVE DATE

This policy is effective immediately and shall remain in effect until modified or replaced by the SMPDD Area Agency on Aging and MDHS Division of Aging and Adult Services.

Exhibit D

Example Contract

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

STATE OF MISSISSIPPI

COUNTY OF: _____

CONTRACT NO.: 2027-xx

CONTRACT FOR: _____

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 the Scope of Work and the Policies and Procedures under the following sources of funding: **XXXXXXXXXX**. 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 Scope of Work and the Policies and Procedures 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, 2026 and ending September 30, 2027 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	AAA 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.

8. Financial and Program Reporting Requirements:

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

	<u>Frequency</u>	<u>Due Date</u>
Service Provider Logs	<u>Monthly</u>	<u>5th Calendar Day</u>
Waiting List	<u>Monthly</u>	<u>5th Calendar Day</u>
Contractor Report Form	<u>Monthly</u>	<u>5th Calendar Day</u>
Closeout Package(s)	<u>Annually</u>	<u>October 29, 2027</u>

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. Voluntary Contributions - The Voluntary Contributions 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: _____

Madeline R. Walker, Division Director
Senior Services

CONTRACTOR:

ATTEST: _____

BY: _____

PRINT NAME AND TITLE: _____

*******Example Contract – Subject to Change*******

Exhibit E

Budget Summary

Budget Summary

This sheet is used to identify each of the line items requested and to provide a description of the item and the basis for valuation or cost. Line items that may be used are: salaries, fringe benefits, travel, contractual services, commodities, equipment, and indirect costs. Total amount must equal the total cost shown on the Contract Unit Cost Proposal form.

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,
2026 through September 30, 2027.

Signature of Authorized Official

Exhibit 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, 2026 to September 30, 2027.

AGENCY: _____

BY: _____

Signatory Official (Print and Sign)

Exhibit 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 (Print and Sign)

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 or 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 or 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

Print Name and Title

Exhibit H

Conflict of Interest

Organizational Conflict of Interest Attestation

In Accordance with 45 CFR § 1321.67 and SMPDD Policy

I. Acknowledgment

I, the undersigned, acknowledge that I have read, understand, and agree to comply with the Southern Mississippi Planning and Development District (SMPDD) Confidentiality and Conflict of Interest policies, including requirements established under the Older Americans Act (OAA) and 45 CFR § 1321.

I understand my fiduciary duty of care, loyalty, and confidentiality, and affirm that I will act in the best interest of SMPDD and the populations it serves.

Initial: _____

I further affirm that, to the best of my knowledge, entering into any contract, agreement, or commercial relationship will not create an actual, potential, or perceived individual or organizational conflict of interest, as defined by SMPDD policies.

Initial: _____

II. Attestation of Compliance

Avoidance and Disclosure of Conflicts

I will avoid all actual, potential, and perceived conflicts of interest and promptly disclose any conflict involving myself or an immediate family/related party. I will recuse myself from any decision-making where a conflict exists.

Initial: _____

Confidentiality and Ethical Conduct

I acknowledge that all non-public information obtained through SMPDD must remain confidential and shared only with authorized individuals.

Initial: _____

Monitoring and Oversight

I understand that SMPDD conducts periodic reviews and may require completion of a Conflict Identification, Remedy, and Removal Form.

Initial: _____

Corrective and Disciplinary Actions

Failure to disclose or address conflicts may result in removal from responsibilities or disciplinary action.

Initial: _____

III. Certification

I certify that the information provided in this attestation is true, accurate, and complete.

Name: _____

Title/Role: _____

Agency/Organization: _____

Signature: _____

Date: _____

IV. Disclosure (If Applicable)

I am unable to fully adhere to the assurances of this form due to a real or perceived conflict of interest.

Name: _____

Title/Role: _____

Agency/Organization: _____

Signature: _____

Date: _____

Description of Conflict(s):

V. Required Follow-Up Documentation

If a conflict is identified, the Organizational Conflict of Interest Identification, Remedy, and Removal Form must be completed, including description, remedy plan, duration, and approvals.

Organizational Conflict of Interest Identification, Remedy, and Removal Form

Name of Individual Completing this Form: _____

Organization Form Being Completed for: _____

Date Conflict was Identified: _____

Name of Person with the Identified Conflict: _____

Please describe the conflict:

Describe how the conflict will be remedied or removed:

Expected duration of the identified conflict and plan:

Madeline Walker, Senior Services Division Director

Signature: _____

Date: _____

Thania Coyne, Assistant Senior Services Division Director, Area Agency on Aging

Signature: _____

Date: _____

Exhibit I

Screening Form

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

Client Identification

Date of Completion _____

Client's Last Name	First Name	Middle Initial	Suffix	
Date of Birth	Email Address	Case Manager		
Family Members	Homeless	<input type="checkbox"/> No <input type="checkbox"/> Yes	Permanent Home Address of Client	<input type="checkbox"/> No <input type="checkbox"/> Yes
Physical Address	City	State	Zip Code	County
Mailing Address	City	State	Zip Code	County
Directions to Client's Home				
Phone Number	Alternate Phone Number			

Additional Contact Information

Requires Assistance in an Emergency No Yes

Relationship to Client	Name (Last, First, M.I.)			
Address	City	State	Zip Code	
Phone Number	Alternate Phone Number	Email Address		

Demographics

Gender Identity: Female Male Non-Binary Trans-Male Trans-Female Non-Disclose

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

Race: _____ **Ethnicity:** Hispanic Non-Hispanic **Is Client a Minority:** Yes (3) No (0)

Client's Primary Language: _____ **English Fluency:** Fluent Limited Needs Translation

Client Literacy: Literate in English Literate in Primary Language Literate in Both Illiterate

Relationship Status: Single/Never Married Married Divorced Separated Widowed Declined to State

Employment Status: Full-time Part-time Retired Unemployed Volunteer Disabled Unknown

Veteran Status: Yes No Spouse of Veteran Child of Veteran **Is the Client's Address Rural:** Yes (3) No (0)

Lives with: Lives alone Other Family With Spouse Other Non-Relative

Referral Source: _____

Sources of Support: _____ **Primary Transportation:** _____

Client/Family Income: _____ **Income Below the National Poverty Level:** Yes (3) No (0)

Sources of Income: No SS Retirement SS Disability Receives SSI Receives Private Pension

Medicare? # _____ Part A B C D **Medicaid?** # _____

Activities of Daily Living (ADL)

	Independent (0)	Supervision (1)	Requires Assistance Sometimes (2)	Mostly Dependent (3)	Totally Dependent (4)	Activity does not Occur (5)
Bathing						
Dressing						
Toilet Use						
Transfer Mobility						
Eating						
Walking in Home						

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

Instrumental Activities of Daily Living (IADL)

	Independent (0)	Needs Assistance Sometimes (1)	Needs Assistance Most of the Time (2)	Totally Dependent (3)	Activity does not Occur (4)
Meal Preparation					
Managing Medicine					
Managing Money					
Heavy Housework					
Light Housework					
Shopping					
Transportation					
Telephone					

Comments: _____ Total IADL Score: _____

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.

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

Total Nutrition Risk Score: _____

Additional Comments: _____ Score 0-5 LOW (Score-0) / Score 6-20 HIGH (Score-6)

Services Requested

Service: _____ Start Date: _____ Notes: _____
 Service: _____ Start Date: _____ Notes: _____
 Service: _____ Start Date: _____ Notes: _____
 Service: _____ Start Date: _____ Notes: _____
 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: _____

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: _____

Consumer Score: Circle the score from questions 4 ,9, 16, 20, 21 and 22 for Total Consumer Score

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

Does the Caregiver provide assistance with the following services to the Care Recipient?

	Independent (0)	Sometimes (1)	Most of the time (2)	All of the time (3)
Bathing				
Dressing				
Toilet Use				
Transfer Mobility				
Eating				
Walking in the Home				
Meal Preparation				
Managing Money				
Housework				
Shopping				
Transportation				
Telephone				
Managing Medicine				
Totals:				

Score: _____

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

- Social life suffered Yes (3) No (0)
- Not enough money Yes (3) No (0)
- Not enough privacy Yes (4) No (0)
- Stress from caregiving and meeting other responsibilities Yes (4) No (0)
- Feels burdened Yes (4) No (0)
- Feels angry towards client Yes (4) No (0)
- Health has suffered from caregiving Yes (4) No (0)
- Caregiving has affected relationships with other family members Yes (4) No (0)

Score: _____

Add the two scores together to get total National Family Caregiver Support Program Score _____

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 permission for the information on this form to be shared with appropriate providers.

Signature or Mark of Caregiver: _____ 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: _____