

**CENTRAL MISSISSIPPI PDD
AREA AGENCY ON AGING**

REQUEST FOR PROPOSAL

FOR

Legal Assistance Program

FISCAL YEAR OCTOBER 1, 2026 - SEPTEMBER 30, 2027

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***Completed forms must be returned as part of proposal for funding.**

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

Programmatic Requirements:

Legal Assistance services are to be provided as outlined in the Scope of Work (Attachment B). A Screening Form, indicated as Attachment K to this proposal package, is administered by the provider to determine eligibility and to maintain the waiting list.

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

The estimated FY 2027 rate to be indicated in the budget for the number of hours the agency will provide with the total budget which should yield the unit cost.

The geographic areas where these legal services may be provided are all the counties within the Central Mississippi Area Agency on Aging service area. This includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo.

Services are to be located as outlined in the Scope of Work for the Legal Assistance Program Attachment B.

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

The primary purpose of legal assistance are as follows:

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

Special Requirements:

Legal Assistance services must be provided in compliance with the Scope of Work, which are indicated as Attachment B to this proposal package.

Match Requirements:

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

The minimal percent of non-federal match required on the federal funds that will be used to pay for services is as follows for the source of funds and service indicated:

<u>Sources of Funds</u>	<u>Percent of Match</u>
Title IIIB	10%

This match is to be provided by the proposer. The match may be in the form of cash from local resources (nonfederal) such as funds from cities and counties or from funds earned by the proposer. In-kind match may also be used to meet the match requirement. In-kind match is derived from donated expenditures that if the items were not available at any cost, expenses would have to be paid in order to provide the service. For example, if volunteers are available for the homemaker service, the fair labor market value of volunteer time or if building space is donated to house the homemaker staff, the fair rental value of the donated building space can be used as match on the homemaker service funds. Match is not required on client contributions/program income, which is addressed below.

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

Clients cannot be charged for services. However, each client must be afforded an opportunity to contribute to the cost of the service and the amount contributed must be kept confidential. Proposers must include a minimum of 1% of the total budget as program income. Client contributions must be safeguarded in compliance with the Program Income Policy, which is indicated as Attachment C to this proposal package. Also, client contributions must be used to expand the service for which the contribution was made and must be expended first, prior to expenditure of Federal and/or State or Local funds.

Funding for services will depend upon availability of approved Federal and/or State funds.

General Information:

The name, address and telephone number for the person to contact regarding this proposal package is as follows:

Chelsea B. Crittle, PhD
Central MS Planning and Development District
Area Agency on Aging
1020 Centre Pointe Blvd
Pearl, MS 39208

Telephone Number: (601) 981-1516 ext. 230
Fax Number: (601) 981-1515
Email: ccrittle@cmpdd.org

Title IIIB will provide the funding for this service.

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

Contracts for legal assistance services will be based upon performance with a cost per unit of service.

The method of payment for legal services will be a fixed price per unit of service basis pending availability of funds. This means that Central Mississippi Area Agency on Aging intends to pay the provider selected to perform the services outlined in the RFP at a fixed price for each unit of service provided, pending the availability of funds. Payments will be made monthly upon receipt of the monthly reporting worksheet as outlined in the core contract model which is indicated as

Attachment D to this proposal package. Contracts for legal services will be awarded based upon performance and unit cost. The proposed cost per unit of service will be considered in the evaluation of the response to the RFP. In no instance will Central MS Area Agency on Aging provide funds to the provider in an amount that exceeds the agreed upon and contracted amount.

Proposal Deadlines:

The AAA must receive proposals no later than May 28, 2026, by 4:00 p.m. to be considered for funding. The proposal should be delivered by hand or certified mail. The proposer shall place the proposal in a sealed envelope marked "PROPOSAL". If mailing proposals to the AAA, time for delivery must be allowed and proposals must be sent by certified mail with a return receipt requested. If delivering proposals to the AAA, retain the receipt issued by the AAA staff member.

Proposals will be opened on June 1, 2026, at 10:00 a.m. at the following location:

**Central Mississippi Planning and Development District
1020 Centre Pointe Blvd
Pearl, Mississippi 39208**

Evaluation of proposals will be completed by end of day on June 5, 2026.

Notice of a contract will be forwarded to the selected provider(s) by June 12, 2026.

Contracts will be fully executed no later than October 1, 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 working day for the previous month.

Congregate meal delivery tickets must be forwarded to the AAA by the end of each week.

Closeout packages for all contracts will be due on October 31, 2026.

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

Five copies of the proposal must be forwarded to the AAA. At least one copy of the proposal must contain the original signature of an official of the potential provider agency who is authorized to bind the provider to the proposal.

Solicitation of this Request for Proposals does not commit Central Area Agency on Aging to award a contract; does not cause Central Area Agency on Aging to be liable for any costs incurred by an applicant in responding to this Request for Proposals; nor commit Central Area Agency on Aging to procure a contract for services listed or unlisted.

REJECTION OF PROPOSALS

Proposals which do not conform to the requirements set for in this Request for Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1). The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
- 2). The proposal is conditional.
- 3). The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 4). The proposal is received late.
- 5). The proposal is not signed by an authorized representative of the party.
- 6). The proposal contains false or misleading statements or references.
- 7). The proposal does not offer to provide all services required by the Request for Proposals.

Submission of the Proposal:

Each proposal package must be delivered by hand or by certified mail to the AAA to the following address:

Physical Address

Central Mississippi Planning and Development District
Area Agency on Aging
1020 Centre Pointe Blvd
Pearl, Mississippi 39208

Mailing Address

Central Mississippi Planning and Development District
Area Agency on Aging
1020 Centre Pointe Blvd
Pearl, Mississippi 39208

The proposal must be delivered or sent by certified mailed in a sealed envelope and marked “PROPOSAL” Each proposal must be delivered or mailed in a separate envelope by the deadline indicated above and allow time for mail delivery.

Terms and Conditions:

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

Renewal Provisions:

The legal services contract will run for a period of one year beginning October 1, 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' (Proposer's) name and address
- Organization to whom the proposal is submitted
- Name, title, phone number and address of the person who can answer questions about the proposal
- Name of Project Director or Executive Director
- UEI Number

2. Response to Introduction - Each proposal should include:

- A brief Statement of Need for the project
- A brief Statement of Purpose for the project

3. Description of Organizational Capability - At a minimum, the following should be addressed:

- a Table of Organization indicating how the project staff will fit into the Proposer's total agency, and how each member of the project staff relates to one another;
- an explanation of your agency's qualifications indicating your ability to manage and complete the proposed project and documentation of past experience in similar projects;
- an explanation outlining personnel who will help provide the service, and their qualifications. Attach job description and resumes' of all those who will be involved in the delivery of service that include their experience in this area of service delivery. Indicate the level of involvement of the firm in the day-to-day operation of the contract.
- describe the mission and purpose of the agency; describe for the management and control of the financial resources of the service.

4. Statement of Work/Operational Plan - At a minimum, the following should be addressed:

- the project's objective, as viewed by your agency, including every objective contained in the Programmatic Requirements section of the RFP;
- a clear explanation of how the services will be provided;
- an operational plan which lists for each objective the activities that will be conducted to accomplish the objective and a start and a completion date for each activity.

5. Contract Budget or Rate

Each potential service provider needs to submit a line-item budget with justification for the amount of the projected cost in each line item. This budget should be submitted using a Budget Summary and Cost Summary Support Sheet for each activity. If the contract is to be based on unit cost, the proposed unit cost needs to be included for each activity. The proposed unit cost must be calculated by dividing the total cost of the activity, as shown on the Cost Summary Support Sheet, by the projected units of service to be provided in the activity. The above referenced forms and instructions are included in Attachment F. The attached instructions should be read and thoroughly understood before the budget schedules are complete. Please utilize the budget forms included, duplicating forms as needed.

Each service must be reflected in a separate budget.

6. Required Proposer's Certifications

Terms and Conditions: The Proposal must include a signed statement indicating that the potential service provider will comply with all of the terms and conditions stated in the RFP and in the proposed contract. Attachment G

Statement of Non-Involvement: The proposal must include a signed statement indicating that the potential service provider has not had any prior involvement in performing a feasibility study of the implementation of the subject contract, participating in the drafting of the RFP, or in developing the subject program. Attachment H

7. Other Required Information - this includes the following:

- audit report most recently completed
- most recent peer review of the auditor who conducted the most recent audit report
- proof of workers' compensation insurance
- proof of bonding
- proof of comprehensive and liability insurance
- evidence indicating that the potential service provider has the physical facilities necessary to provide the services; i.e., liens, proof of ownership
- a complete listing of the names and addresses of the Board of Directors or the Governing body of the Applicant Agency.
- complete the Assurance of Obligation of Matching Funds Form. This form must be signed (no stamped facsimile will be accepted) by the authorized person for the group which is obligating the support for the matching funds. If matching funds are supplied through more than one source, attach a signed copy of the Assurance from each source.

Proposal Evaluation Criteria and Rating Sheet:

The Area Agency on Aging Proposal Review Team will analyze and evaluate each proposal. The proposal evaluation criteria are organized into a rating sheet. The rating sheet has the following characteristics:

1. It separates evaluation items that require the same response from all Proposers from evaluation items that can be addressed differently by other Proposers.
2. It includes evaluation criteria for every element that the Proposer must address in their response to the RFP.
3. It assigns values to each evaluation criteria, which reflect the relative importance of these criteria.
4. It establishes a minimum score below which a proposal will not be considered.

Proposal Rating Sheet

Title of Proposal: _____ Date: _____

Proposer: _____ Rater: _____

1. The proposal was received by the time and date required in the RFP. Yes/No
2. The proposal includes a statement by the Proposer agreeing to the terms and conditions in the core model contract. Yes/No
3. The proposal for the project includes a line item budget with justification. Yes/No
4. The proposal includes a non-involvement statement. Yes/No
5. The proposal includes the Proposer's most recent audit report. Yes/No
6. The proposal includes the most recent peer review of the auditor who conducted the most recent audit report. Yes/No
7. The proposal includes proof of current workers' compensation insurance coverage or statement of exemption from coverage. Yes/No

Weighted Value (WV) of Major Categories

Category #1 Response to Introduction (WV = 1)

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

Criterion #2: the Statement of Purpose indicates a clear understanding of what the project is intended to accomplish (0 - 10)
Total possible score for this category 20

Category #2 Statement of Work (WV = 5)

Criterion #1: the proposal contains clear objectives, which are consistent with the intent of the project (0 - 10)
Criterion #2: the proposal contains an operational plan, which lists all objectives and gives a complete date for each (0 - 10)
Criterion #3: the completion dates in the operational plan are reasonable (0-10)
Criterion #4: the way (method) the Proposer intends to conduct the project (provide the services) is clearly explained (0 - 10)
Total possible score for this category 200

Category #3 Organizational Capability (WV = 3)

Criterion #1: the proposal contains sufficient numbers of staff to provide the services (0- 10)
Criterion #2: the proposal contains the type of staff necessary to provide the services (0 - 10)
Criterion #3: the evidence provided by the Proposer related to their previous experience clearly indicates the Proposer's ability to provide the services (0 - 10)
Criterion #4: the table of organization included in the proposal indicates an adequate span of control (0 - 10)
Total possible score for this category 120

Category #4 Budget and Cost (WV = 10)

Criterion #1: the costs proposed in the line item budget are reasonable (0 - 10)
Criterion #2: the proposed cost per unit rate is justified and one understands how they were determined (0 - 10)
Total possible score for this category 200

Total possible score for this proposal 540

The formula for scoring each proposal is as follows:

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

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

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

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

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

2. Termination for Convenience of Agency - The Agency may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.
3. Renegotiations or Modifications - The Agency may, from time to time, require renegotiations or modifications in the Scope of the Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Assignability - The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Agency thereto; provided however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution without such approval.
5. Interest of Contractor - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
6. Confidentiality – The Contractor shall comply with The Privacy Act of 1974 (5 USC 55a) 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 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.

All information regarding applicants for any recipients of services under this program shall be available only to those persons authorized in writing to receive same by the Agency and client. The Contractor assumes any and all liability and responsibility for such authorized disclosures.

7. Insurance - Contractor shall maintain Workers' Compensation insurance, in accordance with Mississippi laws and regulations, which shall inure to the benefit of all Contractors' personnel performing services under this Contract. Prior to the disbursement of funds to the Contractor, the Contractor shall procure a fidelity bond (employee dishonesty bond) for an amount of not less than 25% of the total amount of the cost of the Contract without regard to the amount of the deductible. The Contractor shall furnish proof of the required bond to the Agency. The required fidelity bond shall be one that does not limit the period of discovery or recovery of a loss for less than three (3) years from the expiration date of this Contract. A loss payable provision shall be included in the bonding policy to the effect that any loss will be payable to the Contractor, the Agency and the additional insured. Non-employees shall not be allowed to handle any cash monies under programs covered by this contract. If there be any property procured by means of this contract, CMPDD, Inc. should be listed as a "loss payee" under the insurance policy covering that property.

Prior to the disbursement of funds to the Contractor, the Contractor shall procure a comprehensive general liability insurance policy which covers premises, operation, products/completed operations, hazard, and independent Contractors, if any, with a limit of liability of not less than five hundred thousand (\$500,000) bodily injury and property damage plus appropriate medical expense coverage.

8. Participant Complaints – The Contractor shall notify the Agency, in writing, of all participants 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 shall hold the Agency and Mississippi Department of Human Services Division of Aging and Adult Services, and the State of Mississippi harmless, release, and completely indemnify them from any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever as a result of this Contractual agreement, including court costs and attorney=s fees, arising out of or caused by the Contractor and its employees, agents, officers, contractors, and/or subcontractors in the performance of this Contract.
11. Property - Title to any and all property purchased by the Contractor, including equitable title to be leased or rental property, the cost of which the Contractor is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Contractor agrees to relinquish any and all such property upon termination or expiration of this Contract or upon thirty-day notice from the Agency. It is understood and agreed that all equipment, the title of which is not vested in the Agency shall be returned to the owner within a reasonable time after the expiration of this agreement. In the event of default by the Contractor of this agreement, the Contractor waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title. **(Refer to Current sub-grantee manual for additional information.)**
12. Non-Waiver of Breach - No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.
13. Monitoring - Agency and other authorized officials retain the right to conduct on-site fiscal and program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice. Following on-site monitoring a letter will be written to the Contractor with findings and will include any deficiencies noted during the visit. The Contractor is required to respond in writing to the Agency within ten working days concerning the correction of deficiencies. **(Refer to Page 6, Items 1 and 2 for non-compliance.)**
14. Fiscal Management and Accountability - The Contractor will establish for funds under this Contract accurate and current accounting records 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 and is recorded in the accounting records. Contractor shall provide for an audit to be conducted at the end of the Contractor's fiscal year at the Contractor's expense and a copy of the audit will be provided to Agency within 6 months from the end of the Contractor's fiscal year. The audit shall adhere to standards and requirements outlined in the Office of Management and Budget publication and the General Office of Accounting Publication.
15. Accounting Records- The Contractor must provide for "separate" accounting in the bookkeeping system for receipts and expenses (revenues and expenditures) of the Agency

and contractor program monies for monitoring, audit, and financial statement presentation purposes. The prior statement specifically applies to “line item” budgets. However, unit price contracts must identify, in the accounting records, by program revenue account documented in-kind or cash match as required by the federal guidelines.

16. Audit and Records - The Contractor shall maintain financial and programmatic records, reports, documents and other evidence relating to funds paid under this Contract as required by the Agency. The Contractor shall utilize accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.
17. Subgrantees must have a single audit conducted, in accordance with 2 C.F.R. §200.514, by an independent auditor if the Subgrantee expends \$1,000,000.00 or more during the non-Federal entity's fiscal year in Federal awards. Total federal grant awards not only include those received from the MDHS, but also those received from any other source.

In compliance with 2 C.F.R. §200.512, Report Submission, subgrantees must electronically submit a data collection form and the reporting package directly to the Federal Audit Clearinghouse designated by OMB.

A subgrantee that expends Federal financial assistance during the subgrant’s fiscal year of:

A. Less than \$1,000,000.00 shall be exempt from Federal audit requirements unless the subgrantee meets a requirement in 2 C.F.R. §200.503. However, the subgrantee must make records available for review by the appropriate officials and cannot constrain in any manner, such as a Federal or State agency, from carrying out or arranging audits.

B. \$1,000,000.00 or more under only one (1) Federal program and the Federal program’s statutes, regulations or the terms and conditions of the Federal award do not require a financial statement audit of the subgrant, may elect to have a program-specific audit in accordance with 2 C.F.R. §200.507; or

C. \$1,000,000.00 or more under more than one (1) Federal program shall have an organization- wide audit performed in accordance with 2 C.F.R. §200.501(c).

Program-Specific Audit If the subgrantee meets the applicable standard for a program-specific audit, it must follow Generally Accepted Government Auditing Standards (GAGAS) and the program-specific audit guide. A listing of current program-specific audit guides can be found in the compliance supplement provided on the Office of Management and Budget website.

If a current program-specific audit guide is not available, the contractor and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit. Reference 2 C.F.R. §200.507

18. Financial Reporting – The Contractor shall submit to the Agency, in such form and reasonable detail as the Agency may require, a monthly Financial Report, supported by a certified statement of the total costs actually incurred to date in performing the Scope of Services of this Contract and

containing further certification that the costs previously incurred under this Contract have not been charged to any other federally funded project. The monthly Financial Report shall be submitted by the fifth (5th) working day of the month, subsequent to the month in which the costs were incurred. The failure of the Contractor to meet these audit submission requirements will be considered by the Agency in contracting with the Contractor in any future program year(s).

If the audit report submitted includes questioned costs, or findings, the Contractor shall take steps to clear questioned cost and findings within 90 days after audit report has been filed. In order for the Agency to continue funding the program, the Contractor shall see that the auditor reviews the corrections and submits to the Agency a letter verifying that the findings and questioned cost have been cleared. The Contractor shall retain all records and documents relative to this Contract for three (3) years after expiration of this Contract. Contractor shall not utilize funds for any unbudgeted item without prior written authorization from Agency.

Accordingly, any modifications, changes, or waivers pertaining to this Contract shall be valid only when both parties have agreed in writing and acknowledged their agreement with signatures.

19. Equal Employment Opportunity and Civil Rights- Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;
 - b. Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;
 - c. Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination of the sale, rental, or financing of housing;
 - d. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;
 - e. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
 - f. Section 11 of the Food and Nutrition Act of 2008, as amended, prohibiting discrimination in SNAP on the basis of race, sex, religious creed, national origin, or political beliefs.
 - g. Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of disability;
 - h. Title I, Title II, and Title III of the Americans with Disabilities Act (ADA) (1990); as amended by the ADA Amendments Act of 2008;
 - i. Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and disability;
 - j. Drug Abuse Prevention, Treatment, and Rehabilitation Act (21USC 1101) as amended, relating to non-discrimination on the basis of drug abuse;
 - k. 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;
 - l. 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
 - m. Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.
20. Shall ensure that building and facilities owned, occupied, or financed by the United States Government are accessible to and usable by individuals with disabilities in accordance with the 2010 ADA Standards for Accessible Design;

21. The Contractor must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to programs, services, and benefits. Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in violation of Title VI of the Civil Rights Act of 1964. Public entities and public accommodations also must ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities.
22. The Contractor must comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
23. The Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
24. 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 agreements;
25. The Contractor will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
26. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L.91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs.
27. The Contractor will give the Agency, Mississippi Department of Human Services, State Auditor's Office, Federal grantor Agency, the Comptroller General, or any other appropriate authorized State or Federal representatives access to and the right to examine and copy all records, items and financial statements or documents related to this Contract at any time for as long as these records are required to be retained.
28. 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 given to Federal Agencies;
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 nineteen statutes or regulations specified in Appendix A of OBM's Standards for a Merit System of Personnel Administration;
30. 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 the insurable construction and acquisition is \$10,000 or more;
31. The Contractor shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair

and equitable treatment of persons displaced or whose property is acquired as a result of Federal assisted programs. These provisions apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases;

32. 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 residential structures;
33. The Contractor shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974;
34. 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 Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) conformity of Federal actions to State (Clean Air) implementation plans under Section 176 of the Clean Air Act of 1955, as amended; (d) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (e) Protection of endangered species under the Endangered Species Act of 1973, as amended; (f) Section 6002 of the Resource Conservation and Recovery Act; (g) the Coastal Barriers Resources Act; (h) protection of Wetlands pursuant to EO 11988; (i) evaluation of flood hazards in flood plains in accordance with EO 11988; and (j) assurance of project consistency with the approved State Management Program developed under the Coastal Zone Management Act of 1972;
35. A-102, A-110, A-122, A-133 and A-87, the A Common Rule, as may be applicable. The Contractor shall carry out all regulations, rules and orders issued by the U.S. Government Grantor Agency. The Contractor certifies and agrees that it is under no Contractual or other disability, which would prevent it from complying with these requirements. Compliance with all regulations, rules, and orders of the U.S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.
36. The Contractor will provide services at consistent levels throughout the Contract period.
37. The Contractor will provide services in accordance with the proposal submitted to the AAA.
38. The Contractor agrees that it will not engage in any activity, directly or indirectly (whether as a partner, individual, joint venture, agent for a person, entity, officer, director, shareholder or employee of firm or other corporation) that would provide monetary gain and produce a conflict of interest or appearance of conflict of interest with the responsibilities of this Contract. This provision shall further restrict the solicitation of work, projects and other activities within the Agency's seven-county area so as to compete directly with the Planning and Development District whether there is a specific monetary gain identified or not. For the purpose of this agreement, competition is normally defined

as directly bidding or submitting proposal for a specified project, job, or work assignment where this Agency is also seeking to be selected to perform the same work. This clause shall be in effect for the duration of this Contract and a one (1) year period from the date the Contract is terminated.

39. The contractor agrees to target services to the following groups: **older individuals who have the greatest economic need** (with particular attention to low-income older individuals, including low-income minority individuals, older individuals with limited English, older individuals residing in rural area); **individuals who have greatest social need** (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English, older individuals residing in rural areas) and of **older individuals at risk for institutional placement**.
40. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program or any other successor electronic verification system replacing the E- Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or (c) both. In the event of such termination cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit." Any Agreement entered into between the Contractor and its Subcontractors shall contain the E-Verify clause with which said Subcontractors shall comply in hiring their employees.
41. The Contractor must be registered with www.sam.gov and maintain no active exclusions.
42. The Contractor shall comply with the Program for Enhancement of Contractor Employee Whistleblower Protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the contractor/lower-tier contractor shall provide written notification to all employees, of the contractor/lower-tier contractor, of employee whistleblower rights and protections under 41U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractor shall also include in each agreement with lower-tier contractor the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
43. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988;

44. The Contractor shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
45. The Contactor shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a Unique Entity ID (UEI) and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA;
46. The Contractor shall provide the required certification regarding lobbying to comply with Section 319, PL 101-121 (31 U.S.C. 1352);
47. The Contractor shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders' 12549 and 12689 Debarment and Suspension;
48. Faith-based subgrantees shall certify that they will not use direct government support to support "inherently religious" activities. Faith-based organizations will not use any part of a direct Federal grant to fund religious workshop, instruction, or proselytization. Funds may be used only or support the non-religious social services that are provided by the subgrantee.
49. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
50. The Contractor shall assure all funds received shall be used only to supplement services and activities that promote the purpose for which the grant is awarded and not supplant, unless specifically authorized by the program regulations and the Mississippi Department of Human Services/Division of Aging and Adult Services.

SPECIAL TERMS, CONDITIONS, AND ASSURANCES

1. Any publications, advertisements, public notices, periodicals, or articles regarding the service(s) funded through this Contract will include the state DAAS as a source of funding.
2. Budget - The Contractor shall expend funds only according to the budget, which is attached hereto and made a part hereof. The Contractor shall obtain written approval from the Agency prior to altering the budget in any way.
3. Return of Funds - The Contractor agrees that any funds advanced and not expended shall be considered Federal funds and shall be returned to the Agency.
4. Training - The Contractor shall send personnel to training as required by the Agency.
5. Holidays - Workers employed under this Contract will take holidays on those days designated by the Board of Directors or other authorized body or official of the _____.
6. Consultation - The Agency shall furnish consultation and technical assistance to the Contractor. The Agency shall also furnish information or resources to aid the elderly and eligibility requirements for services for the elderly offered on a regional or state basis.
7. Reporting Forms - The Agency shall provide formats and forms for program and financial reporting based on policies established by the Agency, the DAAS, and the Administration on Children, Families, and Community Living. The Contractor must have in place a system of documenting units of service provided to each client. This system must be approved by CMPDD/AAA.
8. Name of Payee - The legal name of the official payee to whom the Agency shall issue checks to the _____.
9. All Terms and Conditions Included in the Contract - This Contract contains all the terms and conditions agreed upon by the Agency and the Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind either the Agency or the Contractor.
10. Program Coordinators - The Program Coordinators will serve in a liaison capacity between the State Division of Aging and Adult Services and the Contractor. The Program Coordinators will provide technical assistance and consultation regarding the planning and operation of the project and will coordinate project activities within the Agency.

11. Program Monitor/Auditor - The Program Monitor/Auditor will monitor the fiscal and programmatic operations of the Contractor to insure compliance with Title III and Title XX regulations and will also monitor activities to insure compliance with the objectives set-forth in the Contractor's proposal(s).
12. Local Non-Federal Participation - The Contractor agree to provide the required cash and or in-kind match for the project. The match must be identifiable and documented in the accounting records.
13. Collection of Data - The Contractor must assist the Area Agency on Aging in its collection of statistically valid data with evaluative conclusions concerning the unmet need for supportive services, nutrition services and multipurpose senior centers and any other reporting requirements.
14. Follow-up Services - The Contractor shall, with the consent of the older person, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.
15. Service Provider Requirements
 - a) Provide the Area Agency, in a timely manner, with statistical and other information which the Area Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State under the Designation by the State of Mississippi 1321.13;
 - b) Provide recipients with an opportunity to contribute to the cost of the service as provided under the provisions of the Area Agency on Aging in 1321.9;
 - c) Where feasible and appropriate, make arrangements for the availability of services to older persons, in weather-related emergencies;
 - d) Assist participants in taking advantage of benefits under other programs
16. Additional Aging Services - The Contractor shall assist participants in taking advantage of benefits under other programs.
17. Coordination of Services - The Contractor shall assure that all services funded under this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.
18. Targeting - The Contractor shall assure that preference will be given to providing services to older individuals with greatest economic or social needs, with particular attention to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the Contractor. Additionally, priority will be given to case management clients and those persons with severe disabilities including those having Alzheimer's disease or related disorder.

19. Late Reporting Sanctions - All monthly **Financial** Reports are due by the 5th working day of each month for the prior month's activities per Contract. All monthly **Programmatic** reports are due on the 5th working day of the month. If everything (reports, etc.) is found to be in order, Cash Requests will be processed in the "Normal Course of Business" - per Contract. "Normal Course of Business" is usually at the end of the month and around the twelfth (12th) to the fifteenth (15th) of each month (twice per month) in order for payrolls to be met, as well as other operating costs of the sub- recipients.

If financial reports are not received by the 5th working day of the month and programmatic reports are not received by the 5th working day (i.e., late), a letter will be sent to the Aging Director and/or the signee of the Contract requesting the status, etc., of the report and the related Cash Request will not be processed until around the middle (12th - 15th) of the subsequent month.

If the reports are late two (2) months in a row, another letter will be forthcoming along with a phone call to the Director/signee of the Contract requesting an explanation. If late reporting becomes a recurring problem, a meeting will be called with the Director/ signee of the Contract to discuss possible remedy or termination of the Contract.

20. Reimbursement - The Central Mississippi Planning and Development District/Area Agency of Aging will reimburse the Contractor no more than the Federal and State amount as listed in the Resource section of the budget.
21. Personnel Policies - The Contractor shall have approved Personnel Policies and Procedures. These documents must be available for review by the Agency upon request.
22. Screening Procedures - All persons receiving services shall have a screening instrument completed on him/her by trained personnel annually. An applicant new to the Agency shall not receive services until he/she has been screened.
23. Contribution Schedule - The Contractor may develop a suggested contribution schedule. In developing a contribution schedule, the Contractor must consider the income ranges of older persons in the community and the Contractor's other sources of income. However, means tests may not be used for any services funded through the Area Agency on Aging.
24. Voluntary Contributions/Program Income - The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:
- a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service;
 - b) The privacy of each older person shall be protected with respect to his or her contributions;
 - c) Appropriate procedures shall be established to safeguard and account for all contributions;
 - d) Supportive services and nutrition services contributions shall be used to expand supportive services and nutrition services respectively;
 - e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service;
 - f) Locked boxes shall be used for contributions;
 - g) The overall responsible person for the Contractor or his designee shall

- h) have the keys to the locked boxes;
 - h) The site manager or driver shall take the box once a week to the overall responsible person who will count money with him/her;
 - l) The overall responsible person or his/her designee shall issue receipts to the site manager or driver for monies received;
 - j) The site manager or driver shall sign his/her name to the receipt along with the signature of the person responsible or his/her designee;
 - k) The Contractor shall assist all participants who desire assistance and shall provide the opportunity for individuals to use food coupons as their contribution toward the cost of the meal.
 - l) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services via Information Bulletin No. 86-6.
 - m) Program income will be expended first prior to expenditures of any federal, state or local funds.
 - n) Contributions must be used to expand the service that generated the funds.
25. Program Reporting - The Contractor shall provide the Agency in a timely manner, in such form and reasonable detail reports on the program(s) operated with funds under this Contract such as statistical and other information which the Agency requires in order to meet planning, coordination, evaluation and reporting requirements.
26. Availability of Funds - This Contract is subject to the availability of State and Federal funds to finance the same and to the successful operation of the program funded under this Contract.
27. Method of Determining the Amount to Which the Contractor is Entitled in the Event of a Termination of Contract for Cause or Convenience by Agency or Contractor - If this Contract is terminated for Cause or Convenience by the Agency or the Contractor, the Contractor will be entitled to an amount of federal funds which is equitable to actual allowable, reasonable expenses, incurred by the Contractor in the performance of this Contract, upon proper documentation that the matching share, if any, has been provided by the Contractor or designated donor. Any one-time or pre-paid expenses incurred which may be reasonably pro-rated or proportionately refunded by the vender(s), may, at the option of the Agency, become the property of the Agency.
- Examples of this type expenditure, but not limited to those enumerated, are: insurance, rent, postage, and unused supplies. Any payment previously made shall be deducted from the total amount of expenses incurred.
28. Inventory - All Contractors must maintain a written physical inventory of equipment purchased.
29. Costs in Excess of Contract - All costs incurred in excess of Contract amount shall be required to be covered by the Contractor.
30. Adjustment - Any funds due the Agency as a result of a subsequent audit of this Contract (project) must be returned to the Agency. Any Federal/State funds which may be due the Contractor by the Agency, provided the project is still open and has not been closed with the Agency's Grantor Agency, thereby allowing the funds to be drawn down. If the project has been closed, the Agency will not be able to satisfy any subsequent claims.

31. Mississippi Department of Human Services' Current sub-grantee manual requirements are made a part of this Contract by reference.
32. Contract Extension - Based upon satisfactory performance of services by the Contractor, the Agency reserves the right to extend this Contract to three years.
33. The effective date of this Contract is October 1, 2026. Contracts should be executed and returned to this office no later than _____.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Sub-grantee certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, Sub-grants, and Contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

**DEBARMENTS, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Debarment and Suspension:

- A. The Sub-grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or Agency;
 - (b) Have not within a three-year period preceding this sub-grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- B. Where the Sub-grantee is unable to certify to any of the statements in this certification, him or she shall attach an explanation to this form.

**DRUG-FREE WORKPLACE
(SUBGRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988:

- A. The Sub-grantee certifies that it will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The sub-grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee engaged in the performance of the sub-grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the sub-grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying Central Mississippi Planning and Development District/Area Agency on Aging, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title to CMPDD/AAA. Notice shall include the identification number(s) of each affected contract;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)\(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local, health, law enforcement, or other appropriate Agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Sub-grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant. Check ____ if there are workplaces on file that are not identified here:

Place of Performance (street addresses, city, county, state, zip code)

As the duly authorized representative of the Sub-grantee, I hereby certify that the Subgrantee will comply with the above certifications.

SUBGRANTEE NAME AND ADDRESS:

DUNS#

AUTHORIZED SIGNATURE AND TITLE

DATE

ASSURANCE OF COMPLIANCE

Name of Organization: _____

HEREBY AGREES THAT it will comply with all service criteria and all standards included within service criteria for each proposed service under Title III, Older Americans Act, and Title XX, Social Security Act.

Failure to fulfill complete performance of services according to the service criteria could result in termination of any Contract entered into between Recipient and Central Mississippi Planning and Development District.

This assurance is binding on the Recipient, its successors, transferrers, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed by: _____ Date: _____
(Authorized Official)

ATTACHMENT B
SCOPE OF SERVICES

TITLE III B SUPPORTIVE SERVICES

PROGRAM PURPOSE

The objective of this program is to assist States and Area Agencies on Aging in facilitating the development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings in a manner responsive to the needs and preferences of older individuals and their family caregivers.

REPORTING REQUIREMENTS

The Contracting Agency and the Area Agencies on Aging must report the number of people served under OAA Title III-B through a common reporting system as determined by the Division of Aging and Adult Services. Area Agencies on Aging are required to report on persons served, Title III expenditures, total service expenditures, program income received, and the number of providers.

The Contracting Agency and the Area Agencies on Aging are required to maintain documentation to be submitted at the request of the Division of Aging and Adult Services regarding information on the services funded under this part, and standards and mechanisms by the quality of the services shall be assured.

SCOPE OF WORK TO BE PERFORMED

The Area Agency on Aging is expected to develop and maintain a comprehensive and coordinated system for providing supportive services in a manner designed to—

- (A) facilitate accessibility to, and utilization of, supportive services provided within the geographic area served by such system by any public or private agency or organization;
- (B) develop and make the most efficient use of supportive services in meeting the needs of older individuals;
- (C) use available resources efficiently and with a minimum of duplication; and
- (D) encourage and assist public and private entities that have unrealized potential for meeting the service needs of older individuals to assist the older individuals on a voluntary basis.

The Contracting Agency and the Area Agency on Aging are required to provide services under the OAA Title III Supportive Services in accordance with guidance provided in OAA Title III Section 321 and according to standards set forth by the Division of Aging and Adult Services.

The objective of this program is to assist States and Area Agencies on Aging in facilitating the development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, by—

- (A) collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits,

- and services related to providing long-term care;
- (B) conducting analyses and making recommendations with respect to strategies for modifying the local system of long-term care to better—
- (1) respond to the needs and preferences of older individuals and family caregivers;
 - (2) facilitate the provision, by service providers, of long-term care in home and community-based settings; and
 - (3) target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings;
- (C) implementing, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and
- (D) providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the Area Agency on Aging itself, and other appropriate means) of information relating to—
- (1) the need to plan in advance for long-term care; and
 - (2) the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources (Older Americans Act [OAA] Section 305(a)(3)).

The target population for these supportive services is individuals with greatest economic and social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas), and older individuals at risk for institutional placement (OAA Section 306(a)(1)); however, proof of age (or income) is not required as a condition of receiving services.

Supportive services may include a full range of economic and social services, including, but not limited to, (1) access services (transportation, health services [including mental health services] outreach, information and assistance); (2) legal assistance and other counseling services; (3) health screening services (including mental health screening); (4) ombudsman services; (5) provision of services and assistive devices (including provision of assistive technology services and assistive technology devices); (6) services designed to support States, Area Agencies on Aging, and local service providers in carrying out and coordinating activities for older individuals with respect to mental health services, including outreach for, education concerning, and screening for such services, and referral to such services for treatment; (7) activities to promote and disseminate information about life-long learning programs, including opportunities for distance learning; and (8) services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to their communities any other services necessary for the general welfare of older individuals (OAA Section 321).

Title III service funds may be used for any purpose directly related to the provision of an allowable service, in accordance with Cost Principles established under 45 CRF Part 75.

In addition to the guidance set forth by the OAA Title III B, the Contracting Agency and the Area Agency on Aging are expected to adhere to program standards and/or policies set forth by the Division of Aging and Adult Services.

ADDITIONAL REQUIREMENTS

- (A) It will be the responsibility of the Executive Director, or the designated responsible party, to provide notice to the Central MS Planning and Development District/Area Agency on Aging when there will be extended absences or vacancies in the funded program. There will also need to be a plan for the continuity of services provided to the AAA if/when these situations occur.
- (B) Additionally, older adult individuals and their families should be able to reach someone during the contractor's business hours of operation, which are from 8:00 AM to 5:00 PM, Monday through Friday. The client may enter the service system at any point from any source (telephone, written referral, walk-in, media advertisement, friend, relative, neighbor, faith-based organization, senior center, adult day care center, hospital, civic or social organization, federal, state, or local government agency, etc.).
- (C) All personnel involved in the provision of supportive services are required to attend all technical assistance meetings scheduled by the Area Agency on Aging and the State Unit on Aging (SUA). Participants must also have their cameras on for the entire duration of the meeting, if a virtual option is approved.
- (D) When new supportive services personnel are hired or if anyone begins assisting in the provision of supportive services, their name, contact information, and contact hours must be submitted to the AAA within 3 business days of employment or assignment.
- (E) It is the responsibility of the Executive Director, or the designated party responsible, to provide written emergency plans to include along with a copy of the contract. This comprehensive document or process shall outline how to respond to various emergencies. Components should include response procedures, communication plan, risk assessment, prevention and mitigation, resource allocation, and recovery plan.
- (F) There must be an adequate number of staff to meet the goals of the program.
- (G) The staff shall be qualified by demonstrated competence, specialized background, education, and experience as outlined in specific job descriptions. All staff members must be emotionally and physically fit to care for persons who have physical and/or mental limitations.
- (H) Only a licensed health care professional can provide nursing care, medical services, or medication if these activities are part of the client's approved plan of care.
- (I) Inform older individuals of the available opportunities, services, resources, and programs in the community. Assist older individuals in identifying their needs and the type of assistance they

require.

(J) Make an appropriate referral by linking and connecting elderly clients with the services needed.

(K) Conduct a follow-up to ensure appropriate services have been provided.

(L) The Area Agency on Aging expects the agency to manage its executed budgets and waiting lists to ensure services are provided efficiently and effectively. All homemaker contracts must be 50% exhausted within six (6) months of the fiscal year.

(M) If the Area Agency on Aging determines that the progress of the program is being hindered by the current agency staff, a formal meeting will be scheduled with the Agency's Executive Director or an authorized designee to discuss a potential replacement. This meeting will serve as a forum to discuss the concerns, outline expectations, and determine appropriate next steps to support the continuity and quality of service delivery.

SUPPORTIVE DOCUMENTATION:

Supporting documents include but are not limited to; Sign-in sheets and invoices from the contractor, Invoices from the contractor; Log of completed assessments/reassessments, care plans, and follow-up calls and timesheets for staff; Signed contact log that includes the number of health screenings and assessments; Monthly logs that includes number of clients served and type of service provided.

Monthly documentation and financial reporting worksheets should be submitted to the AAA no later than the 5th working day of each month.

Note: The following supporting documentation will be required to accompany monthly expenditure cost reporting:

- Information & Referral – Monthly call logs and timesheets.
- Any additional required supporting documentation.

Service Area for Central Mississippi Planning and Development District includes the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo.

Attachment C

Central Mississippi Planning and Development District Area Agency

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 CMPDD Area Agency on Aging and the Mississippi Department of Human Services Division of Aging and Adult Services. A provision must be made to safeguard the 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 31S(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 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 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 CMPDD Area Agency on Aging and MDHS Division of Aging and Adult Services.

Authorized Signature and Title

Date

ATTACHMENT D

CORE CONTRACT MODEL

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

STATE OF MISSISSIPPI
COUNTY OF:

CONTRACT FOR

1. Parties - The parties to this Contract are Central Mississippi Planning and Development District/Area Agency on Aging (herein called the "Agency") and the _____ herein called "Contractor").
2. Purpose - The purpose of this Contract is to engage the services of the Contractor to perform the following services: _____ under the following sources of funding: _____. The Scope of Work is described in Exhibit E. 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 B, entitled Service Objectives and Cost. Services shall be performed in accordance with the Scope of Services attached hereto and made a part of the Contract thereof by reference to the Attachments.

4. Period of Performance- The contract will run for a period of twelve (12) months, with a three-year renewal option.

(1) This Contract shall begin on **October 1, 2026.**

(2) This Contract shall end on **September 30, 2027.**

5. Location of Service - Services will be provided in the area(s) of _____.

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

	<u>Federal</u>	<u>State</u>	<u>Local Cash</u>	<u>Local In-Kind</u>	<u>Program Income</u>	<u>Total</u>
Title III B						
Title III C1						
Title III C2						
Title III D						
Title V						
NSIP						
NFCSP						
SSBG						
Special State						
Total for Contract	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

This Contract is subject to the availability of funds from all resources. Of the total amount of Local cash/in-kind \$____local cash and \$____local in-kind will be provided by the "Contractor." The budget or Service Objectives and Cost are herein made a part of this Contract by reference as reflected in Exhibit(s). The Federal/State portion reimbursable to the Contractor by the Agency shall not exceed \$_____.

7. Method of Payment - This is to be a (n) (unit cost/cost reimbursement/advance) Contract. The Contractor shall submit to the Agency a Request for Funds by the 5th working day of each month that the Contract is in force. The Agency shall process the Requisition for Funds in its normal course of business, and if it is found in order, it shall cause payment thereon to be made. For any Request for Funds to be processed, the Agency must receive monthly Program Reports and Financial Reports as outlined in Section 8 of this Contract. (On performance-based/unit of service Contracts, the advance request must be based upon the projected number of units of service multiplied by the unit cost, less local match and program income.)

8. Financial and Program Reporting Requirements:

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

	<u>Frequency</u>	<u>Due Date</u>
Service Provider Log(s)	<u>Monthly</u>	<u>5th working day</u>
Programmatic Reports	<u>Monthly</u>	<u>5th working day</u>
Financial Report	<u>Monthly</u>	<u>5th working day</u>
Final Financial Report	<u>Annually</u>	<u>September 30, 2026</u>

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

10. Special Terms and Conditions - This Contract is hereby made subject to the terms and conditions included in Exhibit C, entitled "Special Terms and Conditions," which is attached hereto and made a part hereof by reference.

11. Voluntary Contributions- The Voluntary Contributions Policy is herein made a part of this contract by reference as reflected in Exhibit D.

IN WITNESS WHEREOF, the Agency and the Contractor have executed this Contract on the 1st day of October 1, 2026.

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/ AREA AGENCY
ON AGING

ATTEST: _____ BY: _____
Authorized Official
Michael Monk, Chief Executive Officer

ATTEST: _____ BY: _____
Chelsea B. Crittle, Aging Division Director

CONTRACTOR:

ATTEST: _____ BY: _____

TITLE: _____

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Sub-grantee certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, Sub-grants, and Contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

**DEBARMENTS, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Debarment and Suspension:

- A. The Sub-grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or Agency;
 - (b) Have not within a three-year period preceding this sub-grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- B. Where the Sub-grantee is unable to certify to any of the statements in this certification, him or she shall attach an explanation to this form.

**DRUG-FREE WORKPLACE
(SUBGRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988:

- A. The Sub-grantee certifies that it will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The sub-grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee engaged in the performance of the sub-grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the sub-grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying Central Mississippi Planning and Development District/Area Agency on

Aging, in writing, within 10 calendar days after receiving notice under subparagraph (d)\(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title to CMPDD/AAA. Notice shall include the identification number(s) of each affected contract;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)\(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local, health, law enforcement, or other appropriate Agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Sub-grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant. Check if there are workplaces on file that are not identified here:

Place of Performance (street addresses, city, county, state, zip code)

As the duly authorized representative of the Sub-grantee, I hereby certify that the Subgrantee will comply with the above certifications.

SUBGRANTEE NAME AND ADDRESS:

UEI#

AUTHORIZED SIGNATURE AND TITLE

DATE

ASSURANCE OF COMPLIANCE

Name of Organization: _____

HEREBY AGREES THAT it will comply with all service criteria and all standards included within service criteria for each proposed service under Title III, Older Americans Act, and Title XX, Social Security Act.

Failure to fulfill complete performance of services according to the service criteria could result in termination of any Contract entered into between Recipient and Central Mississippi Planning and Development District.

This assurance is binding on the Recipient, its successors, transferrers, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed by: _____ Date: _____
(Authorized Official)

ASSURANCE OF OBLIGATION OF MATCHING FUNDS

This is to certify that _____ will provide
(Name of Source of Matching Funds)
the required matching funds to _____ for the
(Name of Applicant Agency)
provision of _____ services in the county(ies)
(List Services(s) to be Provided
_____ during Fiscal Years 2026-2027.
(List name(s) of County(ies)

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

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

Signature

Date

Typed Name and Title

Witness

Date

Attachment F

Budget Summary

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

- BLOCK 1 Fill in the name of the applicant agency.
- BLOCK 2 To be assigned by CMPDD/AAA.
- BLOCK 3 Indicate FY 2026 - 2027 and proposed funding source (Title III or SSBG).
- BLOCK 4 Complete the beginning date of the contract.
- BLOCK 5 Complete the ending date of the contract.
- BLOCK 6 A separate "Cost Summary Support Sheet" (CSSS) should be completed for each activity. In this block, fill in the activity that this particular CSSS is being submitted for, such as Homemaker, Home Delivered Meals, etc.
- BLOCK 8 Fill in only the following cost categories: Salaries; Fringe Benefits; Travel; Consumable Supplies; Contractual Services; Equipment; Indirect Cost; and Other Costs. Complete only if funds are being budgeted for expenditure.
- BLOCK 9 Complete the description in sufficient detail to affect how the costs budgeted were calculated. Each cost category should be described as follows:
- A) Salaries - list the position(s) to be paid with the annual salary and the percent of time to be spent conducting the activity listed in Block 6.
 - B) Fringe Benefits - list each fringe benefit and the percent or amount of funds for each fringe benefits (whichever is applicable). Give the total funds budgeted for each fringe benefit.
 - C) Travel - list each type of travel expense to be incurred, for example, "1,000 miles @ \$.725/mi = \$725; meals @ \$20/day x 5 days; lodging @ \$45/night x 3 nights, etc.
 - D) Consumable Supplies - office and operating supplies, including paper, file folders, pens, pencils, etc.
 - E) Contractual Services -includes audit fees to be paid to a CPA firm to audit the program. Also includes eligible costs necessary to operate each activity, such as postage, telephone, printing, lease, rental, and equipment maintenance agreements.
 - F) Equipment-include purchase price of equipment. Lease, rental, and equipment service agreements are to be listed in the "Contractual Services" cost category. Justification for equipment purchases, along with a proposed equipment list, must be submitted on a separate sheet for approval.
 - G) Indirect Cost -include base and amount multiplied times the appropriate approved indirect cost rate. A complete copy of the indirect cost plan should be included as part of the proposal package.

Budget Summary

List separately each budget activity for which a separate Cost Summary Support Sheet has been prepared. Enter the Source of Funds for each budget activity. The amount entered on the Budget Summary must come from the Total Costs line on the bottom of the Cost Summary Support Sheet.

Cost Summary Support Sheet

This sheet is used to identify each of the budget categories and line items authorized under each of the budget activities on the Budget Summary and to provide a description of the item and the basis for valuation or cost. Budget categories that may be used are: salaries, fringe benefits, travel, contractual services, commodities, equipment and indirect costs.

**CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT
DISTRICT
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency						
2. Agreement Number	3. Grant ID	4. Beginning			5. Ending	
6. Activity						
7. Budget Category	8. Budget					
	Federal	State	Local	Program	In-Kind	Total
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TERMS AND CONDITIONS

The proposing agency agrees to comply with all terms and conditions stated in the request for proposal and in the core model contract. This agreement applies to the proposed contract with Central Mississippi Planning and Development District Area Agency on Aging for services for the period of October 1, 2026 to September 30, 2027.

AGENCY: _____

BY: _____

Signatory Official

STATEMENT OF NON-INVOLVEMENT

The bidder has not had any prior involvement in performing a feasibility study of the implementation of the subject, in participating in drafting of the RFP, or in developing the subject program.

AGENCY: _____

BY: _____

Signatory Official

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of the U.S. Congress in connection with the awarding of any Federal contract, making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

State

Authorized Signature

Date

Title

ATTACHMENT J

**CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/AREA AGENCY ON AGING
Certifications Regarding Unresolved Monitoring Findings; Unresolved Audit Findings;
And Litigation Occurring Within The Last Three (3) Years**

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

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

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

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

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

Subcontractor Address and Any Other Addresses the Subcontractor Has Used

TYPED NAME AND TITLE OF THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



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 [] No [] Yes Permanent Home Address of Client [] No [] 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: [] Female [] Male

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

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 (2)	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

Total Nutrition Risk Score: _____

Additional Comments: _____ Score 0-5 LOW (Score-0) / Score 6-21 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: _____