SOUTHERN MISSISSIPPI PDD AREA AGENCY ON AGING

REQUEST FOR PROPOSAL

FOR

Congregate Meals

FISCAL YEAR OCTOBER 1, 2021 - SEPTEMBER 30, 2022

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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:

<u>Congregate Meal</u> services are to be provided as outlined in the Quality Assurance Standards (B. Eligibility) Attachment B. A Screening Form, indicated as Attachment H to this proposal package, is administered by the provider to determine eligibility and to maintain the waiting list.

Congregate Meals will be provided to the nutrition site by the statewide meal vendor.

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

<u>Congregate Meal</u> services are to be located as outlined in the Quality Assurance Standards (E. Location) Attachment B.

A Congregate Meal is a hot or other appropriate meal provided to an eligible person in a congregate setting.

The primary objectives of the Congregate Meals service are as follows:

- To reduce hunger and food insecurity.
- To promote socialization of older individuals.
- To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutrition.

Special Requirements:

Congregate Meal services must be provided in compliance with the Quality Assurance Standards, which are indicated as Attachment B to this proposal package.

Match Requirements:

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

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

Sources of Funds	Percent of Match		
Title III C1	10%		

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

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

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

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

Title IIIC1 Federal \$213,000 State \$12,530 Match \$25,060 Program Income \$2,532

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

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General Information:

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

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

Telephone Number (228) 868-2311, ext 1496 Fax Number (228) 868-2550 Email lhyde@smpdd.com

Title III C1 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 congregate meal services will be based upon performance with a cost per unit of service.

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

Contracts for congregate meal services will be awarded based upon performance and unit cost.

Proposal Deadlines:

Notice of intent to submit a proposal must be received by the Area Agency on Aging (AAA) no later than May 28, 2021.

SMPDD will offer private RFP training sessions to allow new and current contractors to have the opportunity to ask questions and be informed on what is required in the different sections of the RFP to ensure that SMPDD is receiving qualified proposals. Both new and current contractors are highly encouraged to contact and schedule a session with Thania Coyne, Area Agency on

Aging Department Head. Mrs. Coyne can be reached at 228-223-1379 or via email at tcoyne@smpdd.com

The AAA must receive proposals no later than <u>June 28, 2021 by 5:00 p.m.</u> to be considered for funding. If mailing proposals to the AAA, time for delivery must be allowed and proposals must be mailed with return receipt requested. If delivering proposals to the AAA, retain the receipt issued by the AAA staff member.

Proposals will be opened on June 29, 2021 at 10:00 a.m. at the following location:

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

Evaluation of proposals will be completed by end of day on <u>July 19, 2021</u>.

Notice of a contract will be forwarded to the selected provider(s) by <u>July 28, 2021.</u>

Contracts will be fully executed no later than <u>September 30, 2021</u> contingent upon the AAA receiving its approved subgrant from the Mississippi Department of Human Services.

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

Financial, Program and Administrative Reports:

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

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

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, 2022.

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

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

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

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

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

Submission of the Proposal:

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

Physical Address

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

Mailing Address

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

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

Terms and Conditions:

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

Renewal Provisions:

The congregate meals contract will run for a period of one year beginning October 1, 2021 and ending September 30, 2022. The AAA contemplates subsequent contracts for the services discussed in the RFP for the next three years. The decision to renew the contract will be based upon the provider's current year compliance with specifications, quality of service, and proposed price increase. The AAA reserves the right to negotiate the price based on market conditions. The provider will be notified a minimum of sixty days in advance of the AAA's intent to renew this contract or let it expire on the normal date. Proposed price changes by the provider shall be submitted to the AAA for review by August 15th of each ensuing year if the contract is renewed. The letter of request shall include a justification for the price change. The requested increase shall not exceed the change in the Consumer Price Index for the previous twelve month period.

Proposal Package Requirements:

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

- 1. Title Page Each proposal should include a title page with the following information:
 - Title of Proposal
 - Respondents' name
 - Organization to whom the proposal is submitted
 - Name, title, phone number and address of the person who can answer questions about the proposal
 - Name of Project Director
 - DUNS Number
- 2. Response to Introduction Each proposal should include:
 - A brief Statement of Need for the project
 - A brief Statement of Purpose for the project
- 3. Description of Organizational Capability At a minimum, the following should be addressed:
 - a Table of Organization indicating how the project staff will fit into the Proposer's total agency, and how each member of the project staff relates to one another;
 - an explanation of your agency's qualifications indicating your ability to manage and complete the proposed project and documentation of past experience in similar projects;
 - an explanation outlining personnel who will help provide the service, and their qualifications.

- 4. Statement of Work/Operational Plan At a minimum, the following should be addressed:
 - the project's objective, as viewed by your agency, including every objective contained in the Programmatic Requirements section of the RFP;
 - a clear explanation of how the services will be provided;
 - an operational plan which lists for each objective the activities 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 Cost Summary Support Sheet for each activity. If the contract is to be based on unit cost, the proposed unit cost needs to be included for each activity. The proposed unit cost must be calculated by dividing the total cost of the activity, as shown on the Cost Summary Support Sheet, by the projected units of service to be provided in the activity. The above referenced forms and instructions are included in Attachment E.

6. Required Proposer's Certifications

- **Terms and Conditions:** The Proposal must include a signed statement indicating that the potential service provider will comply with all of the terms and conditions stated in the RFP and in the core model contract. Attachment F
- **Statement of Non-Involvement:** The proposal must include a signed statement indicating that the potential service provider has not had any prior involvement in performing a feasibility study of the implementation of the subject contract, participating in the drafting of the RFP, or in developing the subject program. Attachment G
- 7. Other Required Information this includes the following:
 - audit report most recently completed (if the proposer is a municipality with annual revenues or expenditures less than \$1,000,000, a compilation prepared by a CPA should be submitted.)
 - most recent peer review of the auditor who conducted the most recent audit report
 - proof of workers' compensation insurance
 - proof of bonding
 - proof of comprehensive and liability insurance
 - evidence indicating that the potential service provider has the physical facilities necessary to provide the services; i.e., liens, proof of ownership

Proposal Evaluation Criteria and Rating Sheet:

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

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

Proposal Rating Sheet

	Title	of Proposal:	Date:	
	Propo	oser:	Rater:	
Five p	oints w	vill be awarded for each Yes answer:	Tota	l score for #1-6
	1.	The proposal includes a statement by terms and conditions in the core mod		eing to the Yes/No
	2.	The proposal for the project includes justification.	s a line item budget	t with Yes/No
	3.	The proposal includes a non-involve	ment statement.	Yes/No
	4.	The proposal includes the Proposer's	s most recent audit	. Yes/No
	5.	The proposal includes the most recent most recent audit report.	t peer review of the	auditor who conducted the Yes/No
	6.	The proposal includes proof of curren statement of exemption from coverage		sation insurance coverage of Yes/No

Weighted Value of Major Categories

Category #1	Response to Introduction (WV =	1)	
Criterion #1:	the Statement of Need reflects a clear understanding of why the project is necessary (0 - 10)		
Criterion #2:	the Statement of Purpose indicates a clear understanding of what the project is intended to accomplish (0 - 10)		
Total possible	e score for this category 20	Total	
Category #2	Statement of Work (WV = 5)		
Criterion #1:	the proposal contains clear objectives, which are consistent with the intent of the project (0 - 10)		
Criterion #2:	the proposal contains an operational plan, which lists all objectives and gives a complete date for each (0 - 10)		
Criterion #3:	the completion dates in the ope	rational plan are reasonable (0-10)	
Criterion #4:	the way (method) the Proposer services) is clearly explained (0	intends to conduct the project (provide the - 10)	
Total possible	e score for this category 200	Total	
Category #3	Organizational Capability (WV =	: 3)	
Criterion #1:	the proposal contains sufficient 10)	numbers of staff to provide the services (0-	
Criterion #2:	the proposal contains the type of 10)	f staff necessary to provide the services (0 -	
Criterion #3:	<u> </u>	roposer related to their previous experience ability to provide the services (0 - 10)	
Criterion #4:	the table of organization include of control (0 - 10)	d in the proposal indicates an adequate span	
Total possible	e score for this category 120	Total	

<u>Cate</u>	<u>Category #4</u> Budget and Cost (WV = 10)			
Crite	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) ——————			
Crite				erstands how they were
Total possible score for this category 200 Total				
Total possible score for this proposal 570 GRAND TOTAL				
The following	ng formul	a for scoring each proposal is as	follows:	
a.				
b.				
	value (WV). This gives a score to each criterion.			
c.	8 3			
d.	d. Add the total scores of each category to get a total proposal score.			score.
e.	e. The minimum score for considerations is 264.			

Notes:

EXHIBIT A

CONTRACT NO. 2022-xx

GENERAL TERMS AND CONDITIONS

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

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

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

- 2. Termination for Convenience of Agency The Agency may terminate this Contract by giving written notice to the Contractor at least thirty days before the effective date of such termination, and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.
- 3. <u>Renegotiations or Modifications</u> The Agency may, from time to time, require renegotiations or modifications in the Scope of Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.
- 4. <u>Assignability</u> The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the agency thereto; provided, however, that claims for money due or to become due to the Contractor from the Agency under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

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

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

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

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

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

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

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

- 9. It is expressly agreed by the parties that no payments made or accepted under this Contract shall be used as or deemed to be evidence of the acceptance of performance under the Contract as satisfactory or the satisfactory compliance with its provisions.
 - It is expressly agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.
- 10. <u>Indemnification</u> It is expressly agreed that the Contractor and/or its officers, representatives, agents, and employees shall release and hold harmless the Agency, the Mississippi Department of Human Services, and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor and/or its officers, representatives, agents, and employees in the performance of such services.
- 11. Property Title to any and all property purchased by the Contractor, including equitable title to leased or rental property, the cost of which the Contractor is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Contractor agrees to relinquish any and all such property upon termination or expiration of this Contract or upon thirty days notice from the Agency. It is understood and agreed that all equipment, the title of which is not vested in the Agency, shall be returned to the owner within a reasonable time after expiration of this agreement. In the event of default by the Contractor of this agreement, the Contractor waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title.
- 12. Non-Waiver of Breach No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.
- 13. <u>Monitoring</u> The Agency and other authorized officials retain the right to conduct onsite fiscal and program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice.
- 14. <u>Fiscal Management and Accountability</u> 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. <u>Contractor shall provide for an audit to be conducted at the end of the Contractor's fiscal year at the Contractor's expense and a copy of the audit will be electronically provided to the Agency within 6 months from the end of the Contractor's fiscal year. If the Contractor is a municipality with revenues or expenditures less than \$1,000,000.00, they may submit a compilation prepared by their CPA instead of an audit.</u>

All non-Federal entities, (State, local government, or nonprofit organization), that expend \$750,000 or more during the non-Federal entity's fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend \$750,000 or more during the for-profit's fiscal year in total Federal awards from all funding sources must have a single audit conducted for

that year in accordance with 2 CFR 200. The Contractor shall adhere to all applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and SMPDD/MDHS regulations, policies and procedures governing audits and monitoring.

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

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

- 15. **Program Income** The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:
 - a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service.
 - b) The privacy of each older person shall be protected with respect to his or her contributions.
 - c) Appropriate procedures shall be established to safeguard and account for all contributions.
 - d) Supportive services and nutrition services contributions shall be used to expand the service that generated the contributions.
 - e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service.
 - f) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services.
 - g) Program Income will be expended first prior to expenditure of any federal, state or local funds.

16. Service Provider Requirements

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

- b) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income minority older persons in the population serviced by the provider.
- c) Provide recipients with an opportunity to contribute to the cost of the service.
- d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.
- e) Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies.
- f) Assist participants in taking advantage of benefits under other programs; and
- g) Assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

17. Equal Employment Opportunity and Civil Rights

The Contractor shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

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

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this contract or award.

- 18. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 19. The Contractor will give the Agency, the State Auditor's Office, the Mississippi Department of Human Services, the Federal Grantor Agency or the Comptroller General through any authorized representative the access to and the right to examine and copy all records, items, and financial statements related to this Contract at any time for as long as these records are to be retained.
- 20. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR 200. The Contractor shall carry out all regulations, rules and orders issued by the U. S. Government Grantor Agency. The requirements of said regulations may include, but are not limited to, development and implementation of an Affirmative Action Plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

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

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

- 24. The Contractor will comply with 29 CFR Part 71 regarding notifying employees about their rights under the National Labor Relations Act.
- The Contractor represents and warrants that it will ensure its compliance with the Mississippi 25. Employment Protection Act (Senate Bill 2988 from 2008 regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Or any other successor's electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the AAA and State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public Contract in Mississippi for up to (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or both. In the event of such termination/cancellation, Contractor would also be liable for any additional cost incurred by the AAA and State due to Contract cancellation or loss of "license or permit." Any Agreements entered into between the Contractor and its contractors shall contain the E-Verify clause with which said contractors shall comply in hiring their own employees.
- 26. The Contractor must be registered with <u>www.sam.gov</u> and maintain no active exclusions.
- 27. The Contractor must comply with the pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the Contractor shall provide written notification to all employees of the Contractor of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractors shall also include in each agreement with lower-tier Contractors, if any, the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
- 28. If the Contractor advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Contract, it shall acknowledge that said funding for said contract and for said advertising was provided by MDHS through the Southern Mississippi Planning and Development District.
- 29. The Contractor assures it has the legal authority to apply for and receive the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body authorizing the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the Contract and to provide such additional information as may be required.

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

- 40. The Contractor shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this contract.
- 41. The Contractor shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.
- 42. The Contractor shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.
- 43. The Contractor shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the Contract is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
- 44. The Contractor shall provide the required certification regarding their exclusion status and that of their principal's prior to the Contract in accordance with EOs 12549 and 12689 Debarment and Suspension.
- 45. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988.
- 46. The Contractor shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.
- 47. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Attachment B

Quality Assurance Standards

Mississippi Department of Human Services Division of Aging and Adult Services

Quality Assurance Standards For The Older Adult Nutrition Program (OANP)

Congregate

Bulk, Emergency Pre-plated and Frozen Meals

Revised 2010

MEALS

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MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF AGING AND ADULT SERVICES QUALITY ASSURANCE STANDARDS

CONGREGATE MEALS

A. Definition, Purpose, and Legal Basis

- 1. <u>Definition</u> At least one hot or other appropriate meal provided to an eligible person in a congregate setting which (*Older Americans Act of 1965*, as amended (*OAA*), Section 331(1)):
 - a. Is offered at least five or more days a week unless, with documented annual state approval, it is deemed such frequency is not feasible secondary to a rural location;
 - b. Can be offered at breakfast, lunch and/ or dinner;
 - c. Is identified by a printed menu, signed and dated by the Registered, Licensed Dietitian who created it, which is posted at least two weeks in advance;
 - d. Complies with the most recent *Dietary Guidelines for Americans* published by the Secretaries of the United States Department of Health and Human Services and the United States Department of Agriculture (*OAA*, Section 339(1));
 - e. Provides a minimum of thirty-three and one-third percent (331/3%) of the dietary reference intakes (DRIs) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences (OAA, Section 339(2)(A));
 - f. Is served in a congregate setting opened at a minimum of three (3) hours a day, as defined as locations where individuals can engage in social interaction, or various other activities and services such as rehabilitative and supportive services; which can include adult day care centers and multigenerational meal sites; and
 - g. That setting provides nutrition education, nutrition screening and other nutrition services such as nutrition counseling, as appropriate, based on the needs of program participants.

2. Purpose

- a. To reduce hunger and food insecurity;
- b. To promote socialization of older individuals; and

c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

3. Legal Basis

- a. The legal basis for the operation of the Elderly Nutrition Program is found in the Older Americans Act of 1965, as amended (OAA), Title III, Part C; and the Code of Federal Regulations, Title 45, Part 1321, as amended (45 CFR Part 1321).
- b. NSIP Section 311 authorizes the Nutrition Services Incentive Program known as NSIP, which provides supplemental funding for congregate and home delivered meals served under Title III in the form of cash in lieu of commodity foods to provide incentives for the effective delivery of nutritious meals to older adults, for meals which meet OAA requirements. NSIP funds may only be used for the purchase of United States produced agricultural commodities and other foods.
 - (1) NSIP funds are no longer under USDA oversight and should not be referred to as a USDA program or USDA reimbursement. (The Consolidated Appropriations Resolution, 2003, Public Law 108-7, amended the OAA to transfer the NSIP from the USDA to the Administration of Aging (AoA) within the Department of Health and Human Services. (Sec.311, OAA 2000)).
 - (2) The AAA MAY use NSIP funds for food purchases from U.S. sources, or as in the case of vendor-contracted meals at a set price, in general up to 1/3 of the cost of an entire eligible meal including transportation and labor; served to eligible participants.

A meal is required to meet the OAA nutrition requirements stated in Part 1, Section 1 of this document and served to individuals who meet the eligibility requirements stated in Part II, Eligibility, and who is not means tested; and those individuals are provided the opportunity to voluntarily contribute to the cost of service.

(3) The AAA MAY NOT use NSIP funds for the following:

Incomplete meals IF an alternate vendor is NOT used to fill the shortages or complete the meal;

Second meals/helpings served to participants or

Any meals served to guests or staff under 60 years of age or to anyone else who is not an eligible participant, regardless of age or circumstances.

Any means tested programs such as Medicaid waiver and CACFP.

- c. <u>Title XIX Medicaid waiver-</u> While a home-delivered meal funded by the Medicaid waiver program does not fall under Title III standards, a client <u>may not receive a duplication of services</u> in the form of a meal from both Medicaid waiver and Title III. If a participant qualifies for a meal under Medicaid waiver, this will be the first and only choice for meal funding. If they are not deemed eligible for Medicaid waiver they can be assessed for a meal under Title III. This is effective for both Title III home-delivered and congregate meal service.
- d. AAAs are required in their area plans to establish procedures for coordination of services with entities conducting other federal or federally assisted programs for older individuals at the local level, and shall include language addressing how they will prevent duplication of meal service between these two programs and how they will monitor this. (Sec. 306 (42 U.S.C. 3026))

B. Eligibility (OAA, Section 307(a)(13)(A) and (I))

Congregate nutrition services shall be available to eligible persons, particularly those in greatest economic and social need, including low-income minority older individuals, older individuals with limited English proficiency and those at nutritional risk.

- 1. Except when noted in Section (c) below, when eligibility is determined and documented by an active Consumer Information Form (CIF) on file and/or documented in the current state approved client tracking system, congregate meals will be provided to:
 - a. Any person 60 years of age or older, and
 - b. The spouse of an eligible person, regardless of age (with a notation on the screening form that he/she is the spouse of a 60+ participant), however,
 - c. In the event funding is such that there are not enough congregate meal allotments for all persons aged 60 or older who apply, the priority services waiting list guidelines set forth by each AAA will serve to determine services.
- Provided all the above eligible potential service recipients needs are met, congregate nutrition services MAY be made available to:
 - a. Disabled persons*, regardless of age (with a notation on the screening form specifying circumstances), when:
 - (1) The disabled person resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided;
 - (2) The disabled person resides at home with and accompanies an eligible participant to the congregate site; and
 - b. Volunteers, regardless of age, who provide meal-related services regularly during meal hours IF his/her having a meal does not deprive an eligible older person from having a meal, they sign the meal sign in sheet and meet the criteria established in <u>Section M. Records</u>.
 - * A disability is defined as a mental or physical impairment, or a combination of mental and physical impairment(s), that results in substantial functional limitations in one or more areas of major life activity such as self-care, learning, mobility, capacity for independent living, cognitive functioning, etc.
- 3. A meal MAY be offered to paid staff members and/or guests of any age <u>ONLY IF</u>:
 - a. The staff member/guest pays the full cost of the meal; and
 - b. An eligible person will not be deprived of a meal.

<u>Termination from the Program</u> – Each AAA will establish a system delineating the criteria 4. for termination of a participant from the congregate meals program. Once a participant is placed on the program, they cannot be terminated without sufficient rationale. rationale will be documented on the participant's Consumer Information Form. Recommendation for termination can be made by program staff with approval from the AAA director. This information will be found in the AAA Area Plan, updated annually or as needed.

C. Unit of Service

- Meals One meal served to an eligible person is one unit of service. Except as
 described in Section H, Irregular Situations, Title III C-1 money may not be used for
 second meals.
- 2. <u>Nutrition Education</u> Entered into the current state approved client tracking system, defined as one unit per attendee per session as a <u>nutrition education unit</u>, for required NAPIS reporting.
- 3. <u>Nutrition Counseling</u> Entered into the current state approved client tracking system, is defined as one individualized session per participant, and required on NAPIS reporting.

D. Support Activities

1. Nutrition Screening-(OAA, Section 339(2)(J))

What and When - Nutrition screening is completed on every recipient of the OAA Nutrition Program through the Nutrition Risk Assessment of the Consumer Information Form (CIF) and/or current state approved client tracking system and updated at a minimum annually. The Nutrition Risk Assessment is comprised of the twelve questions in this section. Two scores are derived from the CIF.

- a. A Nutritional Risk Assessment score, with a possibility of 0 to 6 points, indicates the potential for nutritional concerns and risk. Nutrition risk scores are a required field and compiled and filed for the NAPIS report. This score contributes to the Total Consumer score.
- b. The Total Consumer score, which is the sum of all scores on the CIF, will determine participant level of services, including meal service.
- c. A Nutrition Risk Assessment Score of 6 or greater, which is defined as high risk by the OAA, signals the need for further nutrition intervention, such as referral to a medical doctor, or registered dietitian for nutritional assessment and counseling. A diagnosis of diabetes automatically places the participant at high nutritional risk with a score of 6.

2. <u>Nutrition Education</u> (OAA, Section 330 (3), 331 (3) (339 (J))

a. What-Nutrition education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health, as it relates to nutrition, information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a registered dietitian or individual of comparable expertise. In addition, community nutrition resources and services shall be provided.

When and by Who - Nutrition education shall be provided to participants in a group setting at least <u>quarterly</u>. Nutrition education shall be planned/scheduled by the nutrition coordinator/service provider and presented by a registered dietitian, county extension agent, or other qualified person, using printed material, demonstrations, audio-visual presentations, lectures, and/or small group discussions.

- b. <u>Documentation</u> of the topic, presenter, number of attendees, and date of nutrition education shall be retained at the AAA and may be kept at the site as well; and
- c. Entered into current state approved client tracking system or other form of documentation as one unit per attendee per presentation as a <u>nutrition</u> education unit, for required NAPIS reporting.
- d. Expenses, if any, shall be anticipated and included in the program budget.

3. Nutrition Assessment and Counseling (336, 339 (J)) NOTE: THE ACTIVITIES IN THE FOLLOWING SECTION ARE RECOMMENDED BY THE NEWEST REVISION TO THE OLDER AMERICANS ACT, HOWEVER DUE TO LIMITED FUNDING AND RESOURCES, MAY NOT BE FEASIBLE AT THIS TIME. WHILE THESE ACTIVITIES ARE NOT REQUIRED, DEVELOPMENT IS ENCOURAGED.

a. What and When -

- (1) A more specialized activity, which may be included as a component of the nutrition education program. The provision of professional, individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status, performed by a Registered Dietitian (RD, LD), working with the individual's physician as appropriate, in accordance with state law and policy.
- (2) Participants who are designated at high nutritional risk on the Nutrition Risk Assessment section of the Consumer Information Form (CIF), through scoring a 6 or above, or have a diagnosis of Diabetes Mellitus are candidates for follow-up nutrition assessment and counseling.
- (3) Participants at high nutritional risk shall be referred to the appropriate health professional within six months of entry into service.

b. Who and How -

- (1) At this time, individual dietary evaluation and counseling for therapeutic needs is not provided directly. Clients needing these services are to be referred to a local hospital, their private physician or registered dietitian. The AAA will assist in making this referral.
- (2) As this component of the OAA Nutrition Program is developing, clients may be referred to their individual physician until funding and/or contract services with a Registered Dietitian (RD, LD) are available.
- (3) The health care provider may choose to follow-up though his/her office, or refer the participant to a Register Dietitian.
- (4) The AAA/service provider may partner with a Registered Dietitian (RD/LD) through the local hospital, medical groups or private contractors.
- (5) Participants with a diagnosis of diabetes may be referred to a Registered Dietitian, certified diabetic educator or a local diabetes self-management class.

- c. A notation will be made on the CIF and/or the current state approved client tracking system in the notes section, stating to whom the client was referred and the date referred.
- 4. <u>Social Activities</u> Games, outings, art appreciation, gardening, crafts, fitness programs, site clubs, etc. shall be demonstrated by a list or calendar of monthly activities.
- 5. Contributions (OAA, Section 307(a)(13)(C)(i)(ii); 45 CFR, 1321.67) Participants shall be encouraged and provided an opportunity to contribute voluntarily and confidentially to the cost of the meals for the express purpose of expanding nutrition services. AAAs/service providers may develop and post a suggested contribution schedule for meals, but shall not deny any eligible person a meal if he/she is unable or unwilling to contribute to the cost of the meal service. Minimally, signage noting that donations are accepted and there is a box for cash donations visible in the meal dining area.
 - a. <u>Safekeeping and Accountability</u> Contributions shall be safeguarded against loss, mishandling, or theft. Each congregate site shall have a lock box with a space in the top or other appropriate container into which contributions may be placed confidentially. The container shall be kept locked at all times, except at set times, preferably weekly, when two people shall access the box, count the contributions, and certify the amount. Between meal hours, the container shall be stored in a secure place.
 - b. <u>Direct Services Documentation</u> For those AAAs who provide direct services, site personnel shall purchase a money order or cashier's check, indicate on it the service that generated the income (congregate meals and/or home-delivered meals), and forward it to the AAA/PDD.
 - c. <u>Indirect Services Documentation</u> For those AAAs who provide indirect services, site personnel shall certify the program income, indicate the service from which the income was generated (congregate and/or home-delivered), and forward the income to the service provider who shall, in turn, forward a contribution report to the AAA/PDD.

E. Location (OAA, Section 307(a)(13)(D))

Congregate nutrition sites shall be located at approved private or public community facilities, and meeting rooms, particularly churches, schools, community centers, and senior centers that meet the following requirements:

- 1. Are clean and neat and have adequate lighting, heating, cooling, and ventilation;
- 2. Meet all applicable state and local health, fire, safety, building, zoning, and sanitation laws, ordinances, and codes and have <u>annual</u> inspections by the local <u>fire</u> and *<u>health</u> authorities (with a plan for corrective action if deficiencies are noted).

Requirements for the safe and sanitary facilities and food handling are described in the 2009 USDA Food Code and the DAAS Food Safety and Sanitation Manual for the Older Americans Act Nutrition Program.

Current health inspection documentation and fire inspection documentation must be posted at each facility or kept in a secure location at the facility, available on request. It is the responsibility of the AAA to insure that inspections are kept current by calling the inspecting entity to make an appointment for inspection, if it is about to expire. A cost may be incurred for the inspection and program costs should be anticipated.

Required Equipment on Site

- a. If bulk meals are served, the site must have a kitchen or approved area for the set-up and dispensing of bulk meals and a three-compartment sink or approved alternative sink set up as specified in The Food Safety and Sanitation Manual for washing, rinsing, and sanitizing utensils.
- b. Congregate sites where frozen meals are stored, reheated/cooked, and served to participants and hot food/bulk, pre-plated sites may need to be reheated must have:

Freezer(s) with the capacity to hold five (5) days of frozen meals for all participants served from that site(including those for homebound if their meals are not delivered immediately upon receipt from vendor). The frozen meals may be removed from the outer delivery boxes and stacked in the freezer(s) by meal, by day (e.g. all of Monday's together, all of Tuesday's together, etc) to ensure that all congregate participants receive the identical meal on the same day and consume the week's variety of nutrients as planned by the vendor's dietitian. Freezers must contain a freezer/refrigerator thermometer (not a food or oral thermometer) to ensure that a temperature between 0-20 Fahrenheit is maintained at all times. To ensure safety from contamination and /or theft, freezers must remain locked at all times and a designated person responsible for the key.

- c. Oven(s), conventional and/or microwave, for reheating/cooking.
- 4. Are free of architectural barriers which limit the participation of older persons.

including those with disabilities, to ensure compliance with the Americans with Disabilities Act of 1990 (ADA) as related to the following:

- Restrooms shall be adequate and accessible and contain toilet tissue, a soap a dispenser (a hand-held, portable one is acceptable), disposable hand towels, and a waste container; and in addition, meet sanitation standards as outlined in the Food Safety and Sanitation manual.
- Tables and chairs shall be sturdy and appropriate for eligible participants. Ъ.
- Have clearly marked exits that are obvious to the observer and have an evacuation 5. plan posted of the room(s) used by the elderly participants. (Example: There could be a drawn diagram of the room(s) with "You are here" marked with an "X" and the exit doors clearly noted.)
- Have adequate parking space; 6.
- Are approved by the Area Agency on Aging (AAA) with a completed and approved 7. Site Inspection Report on file with the DAAS prior to opening a new site or relocating an established one; and
- Will not be closed, temporarily or permanently, without the AAA notifying the . 8. DAAS and the vendor two (2) weeks prior, except in an emergency.

F. Access - An eligible person may enter the service system through appropriate referral.

In the event there is a waiting list for congregate meal service, fee-for-service options may be made available.

Fee-For-Service Meals — Meals purchased at full cost by a participant. These meals may not be counted as Title III meals for reporting purposes on NAPIS nor for NSIP purposes. The AAA may make available to individuals who meet the criteria for a congregate meal, and who are to be placed on a waiting list, the option of purchasing a congregate meal. The participant will pay for the full cost of meal until the participant no longer needs the meal and cancels the service; or they reach the top of the waiting list and subsequently stop paying for the meal. This information must be clearly documented on the Consumer Information Form.

G. Service Delivery

- 1. a. State Contract for Meals-Mississippi elects to contract with a sole statewide vendor through means of an open bid RFP process every three years. All meals provided through the Older Adult Nutrition Program must be provided by the vendor.
 - b. The exception to this rule is the few adult day care sites which have been grandfathered in to provide self prepared meals. The AAA must request a waiver annually in the area plan for these programs.

No other programs may start a self-preparation site as this weakens the state contract and value pricing. Existing self-preparation sites must meet all food safety and sanitation standards, have minimally an annual health department inspection, score and permit to operate and have a <u>Servesafe</u> certified employee present on duty during service and preparations hours. Serving a high-risk population as in elderly day care clients, may warrant a health department inspection three times a year. This determination is left to the discretion of the local health department.

2. Times of Operation - Except for holidays designated by the DAAS, unforeseen emergency situations, or scheduled training, sites shall be open and meals shall be served five (5) days a week, 52 weeks a year, three (3) consecutive hours per day so that participants may eat a leisurely meal, enjoy social contact, and take advantage of supportive services.

If it is not feasible or cost-effective to provide congregate nutrition service five (5) days a week due to location, lack of participation and/or transportation, etc., the AAA shall request approval annually from the DAAS for the site to be open less than five (5) days.

- 3. <u>Minimum Meal Numbers</u> Sites shall serve a minimum average, over a five day period, of twenty (20) total meals (congregate and home-delivered combined) per day. This is a quality issue, and will not affect eligibility of the meal.
 - a. Delivering less than twenty meals to a site is not cost effective, nor does the food, whether bulk or pre-plated, retain adequate temperatures to meet Health Code requirements. The vendor is not required to deliver to a site where an average of less than twenty meals are served however they are not restricted from entering into a mutual agreement with the AAA, if so agreed upon.
 - b. To serve less than twenty (20) total meals at a site, the AAA shall provide a written justification annually and receive written approval from the DAAS.
 - c. In the event a congregate site does not have the required 20 participants, if the rest of the participants are made up of home-delivered meals, there must be a clear documentation trail showing that the home-delivered meals are paid for from Title III, C-2 funds and the congregate meals from C-1.

Meal Orders/Meal Order Changes

a. <u>Meal Orders</u> - Site personnel shall encourage participants to use a reservation system to accurately forecast and order meals and keep the number of unserved meals to a minimum. Meal <u>orders</u> shall be placed to the commissary <u>via fax or e-mail</u> (not the phone) by AAA nutrition coordinators/service providers only (not site managers).

Meals ordered and not consumed by an eligible participant, <u>including second</u> meals, may not be paid for with Title III, C-1 funds, except as noted in Section ((H), (1), (d)) below.

- b. <u>Meal Order Changes</u> Meal <u>order changes</u> must be made to the commissary <u>via fax or e-mail only</u> by AAA nutrition coordinators/service providers only (not site managers) no later than <u>2:00 p.m.</u> on the <u>day before</u> the change is to take effect. The vendor is not expected to honor phone orders/order changes or messages of any kind relayed through drivers.
- 5. Special Days Congregate participants may have up to four (4) field trips per year, excluding times when the sites may be closed for an election, training, health fair, or other community activity. For those days when sites will be closed, AAAs/service providers shall order via <u>fax or e-mail</u> shelf-stable meals or picnic lunches for <u>congregate</u> participants at least two (2) weeks prior to the time they will be needed.

6. <u>Portion Control</u>

- a. <u>Proper Utensils</u> Site personnel shall use only the utensils specified in the vendor's daily Site Serving Instructions guide to insure that each participant receives the proper serving size. If a utensil is <u>lost or misplaced</u>, the AAA nutrition coordinator/service provider/site manager shall request a replacement from the commissary <u>office</u> (not the driver) and it shall be sent with the driver the following day or, if it is not in stock at the time, as soon as it is received from the supplier.
- b. "Stretching"- Site personnel shall NOT "stretch" food to compensate for vendor shortage(s), unacceptable food items, or unexpected participant "drop ins," but shall use an alternate vendor (see below) to fill such shortages or unacceptable items and document the same.

If it is not feasible to secure food from an alternate vendor, site personnel shall give properly measured meal components to as many participants available food will serve, using the utensils specified in the Site Serving Instructions guide and record the missing meal(s) or meal components as shortages.

c. "Provide versus serve"- site personnel are no longer required to place all items on the plate if a participant requests that they do not receive a food item. Site personnel may provide a serving of all food items to each participant, and shall NOT "skip" giving all meal components to all participants; however, if a participant requests not to be given and/or refuse

to eat a certain food item, the item does not have to be served on the plate. Participants have the right not to eat a meal or part of a meal, but site personnel may not cut back on orders of certain foods or milk or offer extras to another participant until it is refused. The correct amount of food for the number of participants must be ordered and provided.

H. Irregular Situations

- 1. <u>Extra Meals/Second Meals</u> Whenever there is an extra congregate meal, it shall be taken to the following, if possible:
 - a. A congregate participant too ill* to come to the site; or
 - b. An eligible person on the home-delivered waiting list.
 - c. Required documentation on the meal log is the name of the participant the meal was given to and social security number, (located on the CIF, which should be completed if the client is on a waiting list).

*If the congregate person is still <u>ill after two weeks</u>, he/she shall be reassessed for home-delivered service unless there is a doctor's statement indicating that the condition is temporary, in which case the congregate meal will be resumed when he/she returns to the site.

If it is not feasible to deliver the meal to one of the above, it may be given to:

- d. A congregate participant, as a <u>second helping</u>, with a notation placed by his/her name on the Monthly Client Service Report that it is a second helping. This meal <u>MAY NOT</u> be claimed for Title III nor NSIP reimbursement as a second meal.
- e. Second meals may only be paid for with Title III, C-1 funds if there is available, current documentation, at the site and AAA, designating this person has been assessed as severely underweight by a registered dietitian (RD, LD) or a Medical Doctor and would benefit from extra food. A reassessment by the above mentioned participant must be completed every 6 months to be considered current.
- f. No senior may be denied a meal because another senior is receiving more than one meal.
- Meal Exchange While it should not be actively promoted nor become a common practice, it is within the custom of charity and good will to allow, in unusual circumstances, a well congregate participant to freely and temporarily "give up" his/her meal to an especially needy, eligible homebound person on the waiting list. In rare instances when this may be done, the meal shall be so documented. If the congregate person learns of the need and freely chooses to give his/her meal to the needy homebound person after he/she has already signed in at the site, a line should be drawn through his/her name and the name of the homebound person receiving the meal shall be entered on the home-delivered service log.
- 3. <u>Take-Out Meals</u> Take-out congregate meals are <u>not</u> allowed. Congregate meals are intended to be eaten at the site and participants or their representatives shall NOT pick up and/or take meals from the site. Because of health, safety, and legal liability

considerations resulting from possible foodborne illnesses, participants should be discouraged from taking *any* food leftover from their own or anyone else's meal from the site and made to understand that doing so is at their own risk.

Exceptions: Cake, cookies, bread, rolls, and fresh fruit MAY be taken from the site to eat later <u>IF</u> they are wrapped (Note: citrus fruit and bananas do not need to be wrapped). Wrapping material shall not be provided by the site, AAA, local service provider, or vendor.

4. Powdered milk - All congregate sites, even those serving frozen meals, should do everything in their power to serve fluid milk, as it has been shown consistently that the reconstituted milk is not being used, nor even being reconstituted. Sanitation concerns are frequently documented in centers that do reconstitute the powdered milk, and the milk is not made sufficiently ahead of time to chill to improve palatability.

Not consuming the milk does not benefit the nutritional status of the participant, which is a goal of the program.

- a. In the event powdered milk must be used by a site, it first must be offered to the participants daily. It is in violation of the previous guideline to not provide the powdered milk. If it is refused every day in the week, it can then be offered to participants to be taken home as a non-perishable food item on Friday for use in cooking.
- b. If powdered milk is taken home by congregate participants, the site shall provide a biannual nutrition education session on how to use powdered milk in recipes along with a demonstration taste testing and take home recipes.
- 5. <u>Substitutions</u> -Substitutions shall not arbitrarily be made by the vendor. In extreme and/or rare instances when a change must be made the manager will verify with the vendor dietitian that the substitution meets the nutritional specifications of the original food item(s). The vendor shall notify the State and the AAA Nutrition Coordinators of menu changes via phone, fax, e-mail, or other electronic means, as soon as possible. Documentation of substitutions must be noted on meal tickets by site manager.

I. Alternate Vendor

- 1. AAA Nutrition Coordinators/service providers/site managers may purchase meals or portions of meals from an alternate meal source to substitute for meals ineligible only in the following situations:
 - a. The vendor fails to deliver any meal(s)*, or an entree which is equal in value to an entire meal, or any other portion of the meal(s);
 - b. All or any portion of the meal(s) is deemed unacceptable, for any reason(s), including time temperature violations;
 - c. Meals are not delivered by 11:15 a.m. and/or according to the specifications in the contract executed by the vendor and the DAAS.
- * Frozen Meals Exception If, after frozen meals have been delivered to recipient homes, it is learned that they lack components or contain unacceptable components, the vendor shall discuss the matter with the AAAs and make the adjustments to the invoice accordingly.
- 2. Payment If an alternate meal source is used, the AAA shall pay the alternate meal source(s) or individual who paid for the meals per AAA policies. The AAA will bill the vendor the contract price of the food replaced, less the mileage expense, for picking up food from the alternate meal source.
- 3. Commencement The AAA will maintain a list including the complete name(s), mailing address(es), and phone number(s) of prospective alternate meal sources in their site areas to be used when meals or portions of meals need to be replaced. The vendor will be notified when alternate meals have been ordered and the reason.
- 4. <u>Agreement</u> The AAA will maintain an agreement with the prospective alternate meal source(s). The AAA Nutrition Coordinator shall send the list to their service providers and/or site managers.
- 5. Food Substitution -At the beginning of the contract, the vendor shall provide the AAA Nutrition Coordinators/service providers with a food substitution list so that food purchased from an alternate meal source, in the event of default by the vendor, may be of like value to that being replaced.
- 6. <u>Credit</u> When an alternate meal source is NOT used to replace vendor shortages, the vendor shall issue a credit to the AAA based on the following allocations:

Food Group	Meal Cost Percentage
Meat/Meat Alternative	100%
Fruit/Salad	15%
Milk	15%
Vegetable	10%
Dessert (other than fruit)	10%
Bread/Bread Alternative	5%
Margarine	2%
Condiments	2%

- CACFP reimbursed meals, provided through Adult Day Care Centers may not be credited, all components must be provided for the meal.
- Alternate Meal Sources Should alternate meals be obtained, that is, not from the 7. state contract approved meals vendor, the alternate meals must be procured from a licensed food service establishment with a current 'A' rating from the MS State Department of Health, exhibited by a copy on file at the site. A copy of the establishment's health inspection must be obtained before food may be served. This may be obtained from the MS State Department of Health website for all licensed food establishments.

J. Supplies: Ordering, Handling, and Storing

- AAAs/service providers/site managers shall keep <u>one week's</u> disposable congregate
 and home-delivered supplies on hand at each site at all times and order necessary
 supplies from the vendor on the day/time schedule requested by the vendor.
- 2. If due to storage or delivery limitations, this schedule is not beneficial to both the site and the vendor, an alternative arrangement for supplies is acceptable, if both parties are in agreement.
- 3. Site personnel shall make every effort to safeguard all supplies from pilferage and/or inappropriate use, such as packing home-delivered meals in congregate supplies or serving congregate meals in home-delivered supplies. The vendor shall maintain an ongoing record of supplies delivered to each site.
- 4. Supplies shall be commercially packaged for individual use and shall be stored at the site in closed containers on clean shelves above the floor and handled in a way that they are protected from contamination at all times. Supplies may not be stored on the same shelf, below or next to chemicals.

- K. <u>Staff</u> -There shall be an adequate number of staff to manage the program's fiscal and administrative responsibilities. Records for documenting <u>in-kind match</u> shall be kept of volunteers' time and activities.
 - 1. Registered Dietitian The meals program shall be operated under the direction of the DAAS registered and licensed dietitian (RD, LD). Menus and nutritional information is prepared by a registered and licensed dietitian. **NOTE: As expansion of the Title III programs continue including 1) in the area of nutrition assessment of high risk participants, education and nutrition counseling, and 2) chronic disease prevention through health promotion activities including evidence based disease prevention programs, the services of a Registered Dietitian (RD, LD) will become more in demand beyond what has been required before. While not currently a requirement at the local level, contracting with a credentialed nutrition professional on an as needed basis is suggested to meet the growing need for health and nutrition related services. Title III C-1 and D funding may be used for such services as described.
 - 2. <u>Nutrition Coordinator</u> The AAA nutrition coordinator shall oversee the management and administration of the entire meals program. She/he or the service provider shall determine the supervisory functions of the site managers; plan training in food service safety and sanitation techniques and practices for all site personnel, including volunteers; and consult with the dietitian when desired and as necessary.
 - 3. <u>Site Manager</u> The site manager shall direct the day-to-day details and logistics of the entire meal program under and according to the supervision of the AAA nutrition coordinator/service provider.
 - 4. <u>Volunteers</u> may be recruited and shall be supervised. Volunteers who handle food, including delivery must adhere to all food safety and sanitation requirements.
 - 5. <u>Delivery Drivers</u> for congregate feeding sites that also serve as distribution points for home-delivered meals, delivery drivers hired by the AAA or service provider must adhere to all standards of food safety.

L. Training

The following training is required; training <u>documentation shall</u> be <u>retained</u>; and sufficient funds shall be budgeted to cover training expenses, if necessary:

- 1. <u>Personnel Orientation and Inservice</u> All paid staff and volunteer food service workers shall have orientation training <u>prior</u> to working in the program and at a minimum yearly training. AAA nutrition coordinators/service providers shall plan and schedule the training which shall include, at a minimum, the following:
 - a. <u>Nutrition Coordinator/Service Provider</u> Routine management and administrative procedures, record keeping systems, reporting requirements, program requirements and sanitation and food safety and meal service;
 - b. Site Manager -
 - (1) Food Safety and Sanitation based on the Food Safety and Sanitation Manual, the Mississippi Food Code 10.0 and Servsafe instruction,
 - (2) Meal service, with detailed instruction on congregate meal service requirements, counting and claiming, participant eligibility, and correct food portioning using the Site Serving Instructions guide;
 - (3) Site operations;
 - (4) Site record keeping;
 - (5) Contribution policy and cash reconciliation;
 - (6) Community resources;
 - (7) Coordinating volunteers; and
 - (8) Methods of referrals.
 - c. <u>Volunteers</u> Site procedures and various volunteer activities when they first enter the program and anytime thereafter as deemed necessary by the AAA/ service provider. Specifically, any volunteer which deals with the handling, distribution and/or delivery of meals must receive training on basic food safety and sanitation and meal eligibility.
 - d. <u>All Staff</u> Participant confidentiality; all aspects of food safety and sanitation; and procedures for handling emergencies medical, fire or disaster, which includes being able to locate participants' emergency contact information and to evacuate participants safely.
 - e. Any person who administers a <u>Consumer Information Form</u> must receive training, with documentation retained.
 - f. Training is documented via sign-in sheets with date, topic/training title. A training log of employees and volunteers may be kept to compile all employee training in one at-a-glance form. (See appendix).
- 2. <u>Training Opportunities for Nutrition Coordinators</u> While not mandatory, the following are opportunities to learn and share regarding the Older Adult Nutrition Program:

- a. <u>Quarterly Menu and Nutrition Program Meetings</u>-Attendance at the quarterly menu meetings and the DAAS meetings that follow, as well as any other special meetings called by the DAAS dietitian is encouraged to allow input and discussion from all areas of the state, due to the rapidly changing Title III program.
- b. <u>ServeSafe</u>—It is recommended that at least one person under advisement of the AAA, for example, a service provide or site manager, or the Nutrition Coordinator, be ServeSafe certified to act as a resource person and lead trainer due to the importance of food safety and sanitation in the high risk older population we serve.
- 3. <u>Fire/Evacuation Drills</u> for participants should take place at least once every six months and documentation by sign-in sheets kept at the site and/or sent in to the AAA as designated by the AAA; and
- 4. <u>Instruction</u> in general first aid, cardiopulmonary resuscitation (CPR), and the Heimlich maneuver is recommended for everyone working with older persons.

M. Records

1. <u>General</u> - Adequate records shall be maintained on each participant to ensure the accuracy and authenticity of the number of eligible congregate participant meals served each day. To the greatest extent possible, all participant information and service records will be recorded in and all forms, sign-in sheets, and records should be drawn from current state approved client tracking system.

All records and reports shall be made available for audit, assessment, or evaluation on demand by authorized representatives of area, state, and federal agencies. Except for audit purposes, recipient confidentiality shall not be violated and information about or obtained from an individual shall not be disclosed without that individual's written consent. However, the individual shall not be denied services if he refuses to provide written consent.

- 2. <u>Documents to Reconcile</u> To determine that congregate persons received meals on certain dates and to assure that the meals paid for were served to eligible persons, the meal numbers on the following documents must reconcile:
 - a. <u>Sign-in Sheets-</u> The Daily Service Unit Form, large spacing, printed from the current state approved client tracking system is recommended or a similar form, printed via the AAA's/service providers, affixed with the date and the signature or mark of each person receiving a congregate meal (with the site manager signing and initialing the name of any eligible person who refuses or prefers not to sign, but with no one person signing for the majority of the participants);
 - b. Monthly Client Service Reports (also known as "Service Logs") which shall be printed from current state approved client tracking system by the AAAs/service providers and sent to each site manager who shall complete and return it to the AAA/service provider who shall, in turn, reconcile by funding source the number of meals listed on the monthly report to the number of meals paid for;
 - c. Meal Tickets; and
 - d. Vendor Invoice.
 - 3. <u>Program Information</u> shall include:
 - a. <u>All reconciled program documents</u>, including <u>Sign-In Sheets</u> with the signature or mark of each person receiving a congregate meal (see details above);
 - b. Waiting List of persons eligible for congregate meal service;
 - c. <u>Contribution Policy</u> information provided to participants;
 - d. <u>Nutrition Education Documentation</u> listing the topic, presenter, number of attendees, and date;

- Program Income Records noting the daily/weekly contribution amounts; and e.
- Volunteer Records showing that the person is a bonafide volunteer at that site f. or for that AAA and has received all orientation and annual training, and thus able to receive a meal, paid for with C-1 congregate, after signing the meal sign-in sheet for that day.
- Participant Information is contained in the Consumer Information Form, which shall: 4
 - Be completed by trained personnel prior to services being received, a. and updated annually, either on the anniversary date of the participant's entrance into the system (recommended system) OR at a single point in time, e.g. October, for continuation or termination of meal services with additional assessments made whenever necessary and/or appropriate;
 - Identify eligibility status for services; Ъ.
 - Contain emergency information such as the elderly person's family or contact C. person and a record of any special health, medical, or dietary needs, when appropriate;
 - List all services provided to the person in accordance with NAPIS/MIS d. reporting procedures;
 - All forms with each previous form filed together kept at the AAA, and e. a copy of the most recent form kept at the site, or, if the AAA has progressed to a paperless system and all documentation can be located in the client tracking system.
 - Be entered into current state approved client tracking system within ten days f. of completion.

N. Reports

1. Site to AAA or Service Provider

On Friday or the last food service day of each week, site managers shall mail/scan to the AAAs the site's delivery tickets and original sign-in sheets for that week, retaining a copy at the site, or by any other written procedure designated by the AAA so that meal count information is entered in to the client tracking system by the current DAAS designated due date.

- 2. <u>AAA Nutrition Coordinator/Data Entry Person to Client tracking system</u>

 By the current DAAS designated due date, AAA nutrition coordinators shall insure meal count and nutrition education units are provided to the data entry person/entered into the client tracking system.
- 3. <u>Vendor Reports</u>

The vendor will provide to DAAS, in May and November, a Semi-annual Meal Numbers Report; and a Self-assessment Report, which includes the results of client satisfaction surveys administered prior to the second and fourth quarter menu cycles.

4. State Reports

The AAAs shall provide any additional information or reports requested by the DAAS via the current state approved client tracking system. The State nutrition coordinator shall conduct a regular statewide analysis of the nutrition program and the state meal contract vendor from information submitted by the AAAs.

5. Adult Day Care Centers-CACFP

CACFP reports are absolutely due to designated DAAS staff, no later than the date specified on the Reports Due Date Calendar. Failure of one site to submit information may affect filing of the CACFP claim for all Adult Day Care Centers and affect the statewide sponsorship. While mail is acceptable, it must reach the state office by the due date. There may be no late submissions. To avoid delays from the mail, preferably, the AAA/service provider may fax or scan a copy of the report and keep the original on file at the AAA and a copy at the site.

Required documentation is

- a. the completed CACFP-4 Cost worksheet
- b. Monthly CACFP report page
- c. Any food receipts for snacks or additional food items
- d. Current roster with changes

O. <u>Credits, Penalties and Reimbursements</u>

1. <u>Vendor Credit</u>

- a. The AAA MAY claim vendor credit IF:
 - (1) The vendor fails to deliver meals or portions of meals or fails to deliver meals by the stated time, or if meals or portions of meals are deemed unacceptable <u>AND</u>
 - (2) The site manager/service provider/AAA does <u>NOT</u> use an alternate vendor to fill the shortage.
- b. The vendor shall credit the AAA according to percentages listed below:

Meat/Meat Alternative Fruit/Salad Milk Vegetable Dessert (other than fruit) Bread/Bread Alternative Margarine	100% 41% 15% 10% 10% 5%
Margarine	2%
Condiments	2%

- 2. <u>Penalties to Vendor After three occurrences per site, at the discretion of the AAA, a penalty is permitted to be imposed upon the vendor, in addition to the cost the AAA bills the vendor for meal replacement.</u>
 - a. These occurrences reflect the most critical situations when the provider will impose the penalty of \$100 per site, in addition to, the delivery cost of substitute meals, including salary, mileage and food purchase. Vendor must credit the Area Agency on Aging in each planning and service area as need arises. These occurrences include:
 - (1) No meal delivery;
 - Meals arriving beyond the agreed upon time;
 - (3) Meal shortages; and,
 - (4) Sub-standard temperatures at point of delivery and /or unacceptable food quality.
 - b. The penalty for Congregate Meals will be \$100 per site even if an alternate meal source is used.
 - c. The penalty for Frozen Meals delivered to the site at any time other than the agreed upon designated date will include \$100, plus one shelf-stable meal for

each participant, the expense of paying a driver an hourly wage to deliver meals to participants, and vehicle mileage for delivering meals. This amount shall be credited to the AAA.

- d. The penalty for Adult Day Care Meals deemed 'not allowed' due to failure of vendor to comply with laws, regulations, and/or guidelines will result in cost of the alternate meals and payment of meals disallowed.
- 3. <u>CACFP (Child and Adult Care Food Program) Reimbursement</u> Providers of adult day care services are eligible to receive funds from Mississippi Department of Education based on federally published rates by participating in the State Unit on Aging sponsored program. ADC Providers must
 - a. Serve a creditable meal;
 - b. Comply with all program policies and procedures;
 - c. File a monthly report to the SUA;
 - d. Maintain a completed and approved application on file for each participant;
 - e. Attend training given three times a year by the SUA; and
 - f. Be monitored three times each year by MDHS Division of Monitoring/Program Integrity.

P. Monitoring

1. The Mississippi Department of Health, Division of Sanitation will conduct a site inspection annually to determine food safety and sanitation standards are followed. This is not a pass/fail inspection, however corrective action must be taken and follow up by the inspector will take place within the time period determined by the inspector. A report will be sent to the AAA. While some local health departments may keep up a schedule, it is the responsibility of the AAA or the provider to call for an appointment before an inspection has passed one year.

The cost for this service, if any, shall be anticipated and included in the program budget.

- 2. The State Department of Human Services' Office of Monitoring/Program Integrity shall monitor once a year the:
 - a. AAA nutrition program;
 - b. Food service vendor; and
 - c. Shall monitor CACFP sites three times a year.
- 3. Mississippi Department of Education monitors a percentage of <u>CACFP</u>, for Adult Day Care Programs annually, unannounced.
- 4. AAA nutrition coordinators are required to monitor each nutrition site annually using the same tools used by Program Integrity, Office of Monitoring. Any findings or concerns shall be followed up on, in person, to insure the required changes have taken place. More frequent site visits are encouraged to provide technical assistance and assist is any revisions that should take place to insure the nutrition program is provided correctly.

AAA nutrition coordinators should informally monitor or visit the vendor commissary during early morning hours once a year or as often as possible for the benefit of themselves and the overall nutrition program they manage.

The vendor conducts a site visit to 75% of all sites yearly including those with hot bulk, preplated and frozen delivery. While monetary penalties are not incurred from these reports, the findings are meant to give the site, service provider and AAA knowledge of problems and potential problems on meal service, food safety and sanitation; as well as health inspections.

Attachment C

CONTRACT NO. 2022-xx

Southern Mississippi Planning and Development District Area Agency on Aging PROGRAM INCOME POLICY

I. SCOPE AND PURPOSE

The purpose of this document is to transmit the policy regarding program income collection for services rendered with funds administered by the SMPDD Area Agency on Aging and the Division of Aging and Adult Services (herein called "DAAS"). A provision must be made for safeguarding program income contributed by the elderly clients served with aging funds in the most cost effective manner.

II. REQUIREMENTS

- A. Each service that is provided in a centralized location must have the following in place:
 - 1. A lock box must be placed in each location where a service is provided which clearly indicates the service that the funds will expand, such as congregate meals, senior center and day care.
 - 2. The box must be kept locked at all times with a space at the top of the box through which contributions can be placed.
 - 3. The staff member who has access to the lock box on a daily basis should not have access to the key. The key should be maintained by a second staff member. A set time should be established, at least weekly, for the box to be accessed by both staff members and program income counted, and the amount certified by both staff members.
 - 4. Program income generated must be deposited on the same day that the lock box is opened. The form that is used by the two staff members to certify the amount of program income generated should then be attached to the copy of the bank deposit slip and forwarded to the appropriate fiscal officer to account for the funds. The bank deposit slip should clearly indicate the service that generated the program income.
- B. A mechanism must be in place to allow participants to contribute program income for each service funded through funds administered by the AAA and DAAS. When the service is not provided in a centralized location, a plan must be developed by each provider for soliciting and safeguarding

program income contributions. Examples of these services include homemaker, respite, home delivered meals, etc.

- C. Program income must be expended first, prior to the expenditures of federal, state or local cash. Program income must be used to expand the service that generated the funds.
- D. The purchase of lock boxes for safeguarding program income is allowable. The cost should be charged to the service where the box will be used. For instance, a lock box purchased for a congregate meals site should be charged to the congregate meals project management funds.
- E. Program income generated by the nutrition program must be applied to the cost of the meal and will not be budgeted for the project management. Procedures for submittal of nutrition program income will be established with each individual provider.
- F. Contractor should develop a suggested contribution schedule for services. In developing such a schedule, contractor must consider the income ranges for older persons in the community. Means tests may not be used.
- G. No older person will be denied a service because the older person will not or cannot contribute to the cost of the service.

III. EFFECTIVE DATE

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

Attachment D

Contract

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING

STATE OF MISSISSIPPI

COUNTY OF: <u>Insert County</u> CONTRACT NO.: <u>2022-xx</u>

CONTRACT FOR: <u>Insert Service</u>

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

2. <u>Purpose</u> - The purpose of this contract is to engage the services of the Contractor to perform the following services: <u>XXXXXX Services</u>, per Quality Assurance standards under the following sources of funding: <u>XXXXXXXX</u>. 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 $\underline{\mathbf{X}}$, entitled Service Objective and Cost. Services shall be performed in accordance with the Quality Assurance Standards attached hereto and made a part of the contract hereof by reference as Exhibit $\underline{\mathbf{X}}$.

- 4. <u>Period of Performance</u> The contract will run for a period of twelve months beginning October 1, 2021 and ending September 30, 2022 with a three year renewal option.
- 5. <u>Location of Service</u> Services will be provided in the area(s) of <u>Insert county or</u> counties in which service will be provided.
- 6. <u>Cost of Contract</u>-Funding for this contract will not exceed the amounts shown below for a one year period:

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

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

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

7. Method of Payment - This is to be a Unit Cost or Cost Reimbursement contract.

The Contractor shall submit to the Agency a Financial Reporting Worksheet by the 5th day of each month. The Agency shall process the Financial Reporting Worksheet in its normal course of business, and, if it is found in order, shall cause payment thereon to be made. For Financial Reporting Worksheets to be processed, the Agency must receive monthly Program Reports and Financial Reports as outlined in Section 8 of this contract.

8. Financial and Program Reporting Requirements:

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

	<u>Frequency</u>	Due Date
Service Provider Logs	<u>Monthly</u>	5 th Calendar Day
Waiting List	<u>Monthly</u>	5 th Calendar Day
Contractor Report Form	<u>Monthly</u>	5 th Calendar Day
Closeout Package(s)	<u>Annually</u>	October 31, 2022

9. General Terms and Conditions - This contract is hereby made subject to the terms and conditions included in Exhibit $\underline{\mathbf{X}}$ entitled "General Terms and Conditions", which is attached hereto and made a part hereof by reference.

10. Special Terms and Conditions -

The Program Income Policy is herein made a part of this contract by reference as reflected in Exhibit $\underline{\mathbf{X}}$.

IN WITNESS W	VHEREOF the Agency	and Contractor have executed this contract on
the	day of	·
		AGENCY:
ATTEST:		BY: Leonard Bentz, Executive Director
		Southern Mississippi Planning and Development District
ATTEST:		BY: Robert Moore, Division Director
		Senior Services
		CONTRACTOR:
ATTEST:		BY:
		TITLE:

*****Example Contract****

Attachment E

Budget Summary

Budget Summary

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

Cost Summary Support Sheet

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

Page 1 of 1 Southern Mississippi Planning and Development District Area Agency on Aging Budget Summary

6. Submitted as Part of (check one):	Applicant Agency:					
	2. Contract Number: not applicable	3. Grant ID: not applicable	4. Beginning:	10/1/2021	5. Ending:	9/30/2022
A. Funding Request X B. Modification n/a Modification Effective Date n/a	6. Submitted as Part of (check one):	<u> </u>	<u> </u>		_	
7 ii 7 anamg 10 quoti 17 ii 17	A. Funding Request X	B. Modification <u>n/a</u>	Modification Ef	fective Date	<u>n/a</u>	

FUNDING SOURCES

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

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

	 Applicant Agency Subaward Number Beginning Activity 	not applicable 10/1/2021	3. Grant ID 5. Ending	not applicable 9/30/2022		-
7. For AAA	8. Line Item	Description of Item	and/or Basis for Cost		10. Budget	
Use Only	o. Line item	3. Description of item	and/or basis for cost	Federal	All Other	Total
					<u> </u>	
					 	
					 	
					 	
					 	
					 	-
					<u> </u>	
					 	
					 	
			TO	TAL		

CONTRACT UNIT COST PROPOSAL

	, proposes to pro	vide units of
	at a cost of	per unit for a total
cost of	for th	e period of October 1,
2021 through Se	eptember 30, 2022.	
	Signature of Auth	orized Official

Attachment F

CONTRACT TERMS AND CONDITIONS

The proposing agency agrees to comply with all terms and conditions stated in the request for proposal and in the core model contract. This agreement applies to the proposed contract with Southern Mississippi Planning and Development District Area Agency on Aging for services for the period of October 1, 2021 to September 30, 2022.

AGENCY:		
BY:		
D1	Signatory Official	

Attachment G

STATEMENT OF NON-INVOLVEMENT

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

BY:	Signatory Official	
AGENCY:		

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Organization	State
Authorized Signature	Date
Title	

Attachment H

Screening Form

Area Agency on Aging

MISSISSIPPI CONSUMER INFORMATION FORM





1. CLIENT IDENTIFICATION	15. HOUSEHOLD MONTHLY INC	
Duefin Olientia Lastroma Finat Nama	16. INCOME BELOW THE NA	
Prefix Client's Lastname First Name	POVERTY LEVEL?	Yes ☐ Score: (3) (Options, See Instructions)
	17. SOCIAL SECURITY	S Retirement □SS Disability
Middle Initial Suffix Client also known as/Nickname	□Receive SSI □ F	Receives Private Pension
Date of Birth*	18. MEDICARE	PART
	19. MEDICAID	
Social Security Number	20. GUARDIAN INFORMATION	Ves Voluntary TVes Involuntary TNo
Email Address	20. GUANDIAN INFORMATION	res, voluntary lives, involuntary line
□Homeless □Requires Assistance in an Emergency	Name of Person/Organization	
· ·	Guardian/Conservator Type	
Case Manager	Durchle Bower of Atternov	
Family Members	Durable Power of Attorney	(Options, See Instructions)
Address of Client □Unknown □Home County	21. ASSESSMENT OF DAILY	LIVING
	Assessment Date:	
Physical Address City State Zipcode	BATHING	DRESSING
,	□ 0 - Independent	□ 0 - Independent
Mailing Address City State Zipcode	☐ 1 - Supervision ☐ 2 - Require Assistance Sometimes	☐ 1 - Supervision
Directions to Client's Home	☐ 3 - Mostly Dependent	☐ 3 - Extensive Assistance
	☐ 4 - Totally Dependent	☐ 4 - Totally Dependent
	☐ 5 - Activity Does Not Occur	□ 5 - Activity Does Not Occur
Phone (1) Type	TOILET USE	TRANSFER MOBILITY
Phone (2) Type	□ 0 - Independent	□ 0 - Independent
(Options, See Instructions)	☐ 1 - Supervision ☐ 2 - Sometimes Dependent	□ 1 - Supervision□ 2 - Minimal Assistance Require
2. ADDITIONAL CONTACT INFORMATION	☐ 3 - Mostly Dependent	☐ 3 - Mostly Dependent
Contact Type	☐ 4 - Totally Dependent	☐ 4 - Totally Dependent
Relationship to Client	☐ 5 - Activity Does Not Occur	□ 5 - Activity Does Not Occur
(Options, See Instructions)	EATING	WALKING IN HOME
Name (Last, First, M.I.)	□ 0 - Independent	□ 0 - Independent
Address	□ 1 - Supervision□ 2 - Sometimes Dependent	☐ 1 - Supervision ☐ 2 - Limited Assistance
City State Zip	☐ 3 - Mostly Dependent	☐ 3 - Extensive Assistance
Phone (1) Type	☐ 4 - Totally Dependent	☐ 4 - Totally Dependent
Phone (2) Type	☐ 5 - Activity Does Not Occur	□ 5 - Activity Does Not Occur
Email Address	PLEASE LIST OTHER OBSERVATION	NS OF ACTIVITIES OF DAILY LIVING
Physician Contact #		
Physician's Name (Last, First, M.I.)	Т	otal (ADL) Score:
3. DEMOGRAPHICS	22. INSTRUMENTAL ACTIVIT	` '
Gender* □M - Male □F - Female	During the past seven days, and cor	sidering all episodes, how would
Client less than 60 ☐Spouse ☐Meal Volunteer	you rate the Client's ability to perfor	
□Disabled □Lives in Elder Housing □Live with Client	MEAL PREPARATION	MANAGING MEDICINES
Race?*	□ 0 - Independent □ 1 - Sometimes Dependent	□ 0 - Independent □ 1 - Needs Reminders
Ethnicity?* □Hispanic □Non-Hispanic	☐ 2 - Mostly Dependent	☐ 2 - Somewhat Dependent
4. IS THE CLIENT MINORITY?	☐ 3 - Totally Dependent	☐ 3 - Totally Dependent
	☐ 4 - Activity Does Not Occur	☐ 4 - Activity Does Not Occur
5. CLIENT PRIMARY LANGUAGE (Options, See Instructions)	MANAGING MONEY	HEAVY HOUSEWORK
□Need Translation □Limited English □English Fluent	☐ 0 - Completely Independent ☐ 1 - Need Assistance Sometimes	□ 0 - Independent□ 1 - Supervision
□English Literate □Illiterate 6. RELATIONSHIP STATUS □Divorced □Married	☐ 2 - Need Assistance Sometimes	•
☐ RELATIONSHIP STATUS ☐ □Divorced ☐ □Married ☐ □Decline to State ☐ □Separated ☐ □Single/Never Married	☐ 3 - Completely Dependent	☐ 3 - Mostly Dependent
□Widowed	☐ 4 - Activity Does Not Occur	□ 4 - Activity Does Not Occur
7. EMPLOYMENT STATUS	LIGHT HOUSEWORK	SHOPPING
(Options, See Instructions) 8. VETERAN STATUS □Yes □No	☐ 0 - Independent	☐ 0 - Independent
8. VETERAN STATUS □Yes □No □Spouse of Veteran □Child of Veteran	☐ 1 - Need Assistance Sometimes ☐ 2 - Need Assistance Most of the Tim	☐ 1 - Somewhat Dependent e ☐ 2 - Mostly Dependent
9. IS THE CLIENT ADDRESS RURAL?	☐ 3 - Unable to perform Task	☐ 3 - Totally Dependent
(Options, See Instructions)	☐ 4 - Activity Does Not Occur	☐ 4 - Activity Does Not Occur
10. HOUSING TYPE □Home/Own □Home/Rent □Apartment/Duplex	TRANSPORTATION	TELEPHONE
☐Adult Care Residence/Personal Care/Assisted Living	□ 0 - Independent	□ 0 - Independent
11. LIVE WITH* □Lives Alone □Other Family	☐ 1 - Somewhat Dependent ☐ 2 - Mostly Dependent	□ 1 - Needs Verbal Assistance□ 2 - Needs Some Human Help
□With Spouse □Other Non-relative	☐ 3 - Totally Dependent	☐ 3 - Needs a lot of Human Help
12. REFERRAL SOURCE	☐ 4 - Activity Does Not Occur	☐ 4 - Cannot Perform Function
(Options, See Instructions)		at all w/o Help
13. SOURCE OF SUPPORT (LIST) (Options, See Instructions)	Comments	
(Options, see instructions)		
14. PRIMARY TRANSPORTATION		
(Options, See Instructions)		

Total (IADL) Score:

The score of each Yes is in the parenthesis. Total YES answers only and assign a NUTRITION RISK ASSESSMENT RISK SCORE based on scoring below											
Has the Client made			eating habi						□ No	☐ Yes (1)	
									□ No	□ Yes (3)	
Does the Client eat fewer than 2 meals per day? Does the Client eat fewer than 5 servings of fruits or vegetables every day?									□ No	☐ Yes (1)	
4. Does the Client eat fewer than 2 servings of dairy products (Such as milk, yogurt, or cheese) every day?									□ No	☐ Yes (1)	
									☐ Yes (4)		
6. Does the Client have trouble eating well due to problems with chewing/swallowing?									□ No	□ Yes (2)	
7. Does the Client eat alone most of the time?										☐ Yes (1)	
8. Without wanting to,	8. Without wanting to, has the Client lost or gained 10 pounds in the past 6 months?										
9. Does the Client need help to shop, cook and/or feed themselves (or get someone to do it for them)?										☐ Yes (2)	
10. Does the Client have 3 or more drinks of beer, liquor or wine almost every day? □ No □ Yes									☐ Yes (2)		
11. Does the Client take 3 or more different prescribed or over the counter drugs per day?									□ No	☐ Yes (1)	
12. Does the Client hav	e diabetes?								□ No	☐ Yes (6)	
ADDITIONAL COMMENTS: TOTALS:											
SCORE 0 – 5: LOW (SCORE = 0)	CORE	6 - 20: HIG	H RISK (SCOR	RE = 6)		NUTR	ITION R	ISK SCORE:		
24. SERVICE REQ	UESTED							NOTE	S:		
		S	ERVICE	Start Date	e:	SERVICE	Start Date:				
SERVICE Sta	rt Date:	S	ERVICE	Start Date	e:	SERVICE	Start Date:				
SERVICE Sta	rt Date:	S	ERVICE	Start Date	e:	SERVICE	Start Date:				
I certify that all the inf	of Aging and Adult S										
shared with appropria	ite providers.										
			(Ol:t				Date			-	
510	gnature or Mark of (onsur	ner/Client				Date	•			
Sid	gnature or Mark of F	Person	Completin	ng Form			Date	•		-	
	-		-		0	Duraddan					
Service Start Date: Service Provider											
End Date: Contact Person											
Service Denied Date:					(Da	ite Entered into Mi	ississippi Geth	nelp)		-	
25. CONSUMER S	CORE Circle to	ne scoi	re from qu	estion 4, 9, 16 a	and 23 a	idd ADL's and IAD	L's scores for	Total Cor	sumer Score		
Minority Status	_ Rura	Status	s	, I	Income	Status					
ADI Coore	IADI	C		,	NI4!4!	n Diale	TOTAL (CONSU	MER SCORE_		
ADL Score		Score			Nutritio		DI /Danawd Oar	va missay. Am			
FAMILY CAREGIVER SU	JPPORT CAREGIVE	H A55	ESSMENT	[FILL IN ONLY	IF CLIE	INT IS CAREGIVE	HJ (Record Cal	egiver An	swer)		
Type of Assessment	🗆 Initia	al		☐ Reassess	ment	Assessment Date	e:				
Where does the caregive	er live □ With	Care	Recipient	☐ Separate ı	residen	ce, close proximit	y □ Separate	residence	e, over 1 hour aw	ay?	
Is the Caregiver providing	ng care to disabled	?	□ Yes	□ No Care F	Recipier	nt's Name					
Is the Caregiver's Care	Recipient under age	19?	☐ Yes	□ No	100.610.						
Does the Caregiver prov	vide assistance with	the fo	llowing se	rvices to the re	cipient	?					
BATHING	DRESSING		TOILET (JSE	TRAN	SFER MOBILITY	EATING		WALKING IN TH	HE HOME	
☐ (0) Independent	☐ (0) Independen	t	□ (0) Ind	ependent	□ (0) l	Independent	□ (0) Indeper	ndent	☐ (0) Independe	ent	
☐ (1) Sometimes	. , , , .		☐ (1) Sometimes		☐ (1) Sometimes		☐ (1) Sometimes		☐ (1) Sometimes		
☐ (2) Most of the Time			e 🗆 (2) Most of the Time		☐ (2) Most of the Time		☐ (2) Most of the Time		☐ (2) Most of the Time		
☐ (3) Most of the Time	• • • • • • • • • • • • • • • • • • • •		☐ (3) All the Time		☐ (3) All the Time		(3) All the Time		☐ (3) All the Time		
MEAL PREPARATION	EAL PREPARATION MANAGING MONEY HO		HOUSE WORK SHO		SHOP	PING	TRANSPORTATION		TELEPHONE		
☐ (0) Independent	□ (0) Independen					0) Independent				ent	
☐ (1) Sometimes	☐ (1) Sometimes	Sometimes ☐ (1) Sometimes		netimes	□ (1) ³	□ (1) Sometimes □ (1) Some		nes	nes		
☐ (2) Most of the Time	☐ (2) Most of the	Time	me (2) Most of the Time			Most of the Time	` ,		☐ (2) Most of th	e Time	
☐ (3) All the Time	☐ (3) All the Time	e 🗆 (3) All the Time		□ (3)	All the Time	☐ (3) All the Time		☐ (3) All the Tin	ne		
MANAGING MEDICINE ☐ (0) Independent ☐ (1) Sometimes ☐ (2) Most of the Time ☐ (3) All the Time SCOR							SCORE:				
As a result of Caregiving has the caregiver had any of the following challenges?											
Social life has suffered ☐ (3) Yes ☐ (0) No Feels angry toward client ☐ (4) Yes ☐ (0) No											
Not enough money ☐ (3) Yes ☐ (0) No		0) No F	Health has suffered from caregiving			□ (4) Yes	□ (0) No	SCORE:			
, , , , , , , , , , , , , , , , , , , ,		•	Caragiving has affected relationship			l relationship	()		SCORL.		
Not enough privacy Stressed for caregiving	and		U) NO V			ers negatively	☐ (4) Yes	□ (0) NO			
meeting other responsib			0) No								
Feels burdened □ (4) Yes □ (0) No											
ADD THE TWO SCORES TO GET THE TOTAL NATIONAL FAMILY CAREGIVER PROGRAM SCORE:											