CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Aging Commission of the Mid-South

2. Preparer's Name, Telephone #, and E-Mail Address:
Kathy Williams, 515-2095, kwilliams@agingcommission.org

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Older Americans Act(OAA III-B) - Ombudsman

4. NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
Metropolitian Inter-Faith Association - MIFA 910 Vance Avenue P. O. Box 3130 Memphis, TN 38126
VENDOR NO./FED. ID NO. Vendor No. 47625

5. COST OF ITEM OR SERVICE REQUESTED: $54,563

6. TERM OF PROPOSED CONTRACT/AGREEMENT: July 01, 2008 - June 30, 2009

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**

410-481737-6601 = $54,563

8. COMMODITY CODE: _____

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS

a. X Bid/RFP Process - # & Date February 2008
b. ____ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description

____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
____ MALE ____ FEMALE
____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
____ LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED $3 MILLION
X N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)
CA081260

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD DATE 8/22/08

DIVISION DIRECTOR DATE

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1. Department Requesting Services: Aging Commission of the Mid-South

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Kathy Williams, 515-2095, kwilliams@agingcommission.org

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
(Title VII) - Ombudsman

4. NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
Metropolitian Inter-Faith Association - MIFA 910 Vance Avenue P. O. Box 3130 Memphis, TN 38126

VENDOR NO./FED. ID NO. Vendor No. 47625

5. COST OF ITEM OR SERVICE REQUESTED: $49,500

6. TERM OF PROPOSED CONTRACT/AGREEMENT: July 01, 2008 - June 30, 2009

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**

410-481726-6601 = $49,500

8. COMMODITY CODE: _____

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS

a. X Bid/RFP Process - # & Date February 2008
b. ____ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description

____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
____ MALE ____ FEMALE
____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
____ LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED $3 MILLION
X N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)
CA081260

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD DATE 8/22/08

DIVISION DIRECTOR DATE

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

   Metropolitan Inter-Faith Association (MIFA)

2. DATE OF GRATUITY

   N/A

3. NATURE AND PURPOSE OF THE GRATUITY

   N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

   N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Margaret Craddock
Signature

1-14-08
Date

Margaret Craddock
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Metropolitan Inter-Faith Association
(LONG TERM CARE OMBUDSMAN)

CONTRACT NO. 2006-DCA9-104

Amendment #6 to Agreement

WHEREAS, the parties hereto have previously executed an agreement on July 1, 2005; and

WHEREAS, the parties desire to amend said agreement as described in the attached proposal and,

WHEREAS, the parties desire to amend said agreement to adjust contractual obligations by making the following changes:

Replace Cover Sheet, "Contract for Service:"
Amended Contract Period to July 1, 2008 through June 30, 2009.

Replace Page 1 of 14:
Revised "Scope of Service" replaced §A.2., and deleted §A.3.
Amended "Contract Term"§ B.1.
Amended "Maximum Liability" § C.1.

Replace Page 3 of 14:
Revised §D.3.

Replace Attachment 1, "Scope of Service."

Replace Attachment 2, Pages 10 & 12, "Financial Agreement."

NOW, THEREFORE, in consideration of the premises, parties hereto agree that the agreement dated July 1, 2005 be and is hereby amended in the manner stated above, and further agree that all other provisions of the agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

PROVIDER: METROPOLITAN INTER-FAITH ASSOCIATION

Signature Margaret Craddock
Margaret Craddock, Executive Director
Date 7-7-08

Signature
Chairman
Date 7/7/08

Before me, a Notary Public duly qualified in and for the State of TN, County of Shelby,
personally appeared Margaret Craddock and Price Ford
and executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 7th day of July, 2008.

Kara Ella McCauley
Notary Public

KARA ELLA McCAULEY
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My Commission expires My Commission Expires June 29, 2010.

AGENCY: AGING COMMISSION OF THE MID-SOUTH, INC. (Area Agency on Aging)

Dora L. Ivey, Executive Director — Date 7/9/08

Rhea Taylor, Chairman — Date 8/1/08

APPROVED AS TO FORM AND LEGALITY: **SHELBY COUNTY GOVERNMENT**

Contract Administrator/Assistant County Attorney

A C Wharton, Jr. Mayor

Aging Commission of the Mid-South

CONTRACT FOR SERVICE

PART A	Scope of Services
PART B	Contract Term
PART C	Payment Terms and Conditions
PART D	Standard Terms and Conditions
PART E	Special Terms and Conditions
PART F	Signatures

CONTRACT SUMMARY

AGENCY: AGING COMMISSION OF THE MID-SOUTH

PROVIDER: METROPOLITAN INTER-FAITH ASSOCIATION

Director:	Margaret Craddock, CEO/Executive Director
Address:	910 Vance Avenue
City/State/Zip:	Memphis, TN 38126
Mailing Address:	P. O. Box 3130
City/State/Zip:	Memphis, TN 38173-0130
E-mail Address:	ssmegelsky@mifa.org
Provider Phone No.:	(901) 527-0208 ext. 215
Provider Fax No.:	(901) 523-1266
Program Director:	Sandra Smegelsky

Supervisor Responsible for this Service Contract: Margaret Craddock

SERVICE NAME: LONG TERM CARE OMBUDSMAN (SENIOR CITIZENS ADVOCATES)

GEOGRAPHICAL AREA: City of Memphis and Shelby, Fayette, Lauderdale & Tipton Counties

CONTRACT PERIOD: July 1, 2008 through June 30, 2009

CONTRACT AGREEMENT BETWEEN THE
AGING COMMISSION OF THE MID-SOUTH
AND
METROPOLITAN INTER-FAITH ASSOCIATION

This Contract, by and between the Aging Commission of the Mid-South (Area Agency on Aging and Disability), hereinafter referred to as the "*Agency*," and Metropolitan Inter-Faith Association, hereinafter referred to as the "*Provider*," is for the provision of Long Term Care Ombudsman Services, as further defined in the "SCOPE OF SERVICES."

The *Provider* is a nonprofit corporation. The *Provider's* address is:
910 Vance Avenue
Memphis, TN 38126

The *Provider's* place of incorporation or organization is the State of Tennessee.

A. SCOPE OF SERVICES:

A.1. Description of services to be provided under this contract is included as Attachment 3, and is incorporated herein by reference.

A.2. In the "SCOPE OF SERVICE", Attachment 1, *Provider* will be responsible for adhering to the identified requirements.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008, and ending on June 30, 2009. The *Agency* shall have no obligation for services rendered by the *Provider* which are not performed within the specified period.

B2. Option to Renew. The parties shall have the option to renew said Contract for three additional one-year terms, upon mutual written agreement of the parties.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the *Agency* under this Contract exceed One Hundred Four Thousand Sixty Three and 00/100 Dollars ($104,063). (*Agency's* liability excludes cash on hand.) This amount and the Contract Budget, attached and incorporated herein as a part of this Contract as Attachment 2, shall constitute the maximum amount due the *Provider* for the service and all of the *Provider's* obligations hereunder. The Contract Budget items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the *Provider*. Summary Budget and Service Requirements to be provided under this contract are included as Attachment 2, and are incorporated herein by reference.

C.2. Compensation Firm. The maximum liability of the *Agency* under this Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The *Provider* shall be compensated for actual, reasonable, and necessary costs based upon the Contract Budget, Attachment 2, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Attachment 1 of this Contract, the *Provider* shall submit invoices, in form and substance acceptable to the *Agency*, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the budget item, the amount charged by item for the period invoiced, the amount charged to date by item, the total amount charged under this Contract for the period invoiced, and the total amount charged to date.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto.

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least (90) days before the effective date of termination. Should either party exercise this provision, the *Provider* shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the *Agency* be liable to the *Provider* for any service which has not been rendered. The final decision as to the amount, for which the Agency is liable, shall be determined by the *Agency*. In the event of disagreement, the *Provider* may file a claim with the Tennessee Claims Commission in order to seek redress.

D.4. Termination for Cause. If the *Provider* fails to properly perform its obligations under this Contract in a timely or proper manner, or if the *Provider* violates any terms of this Contract, the *Agency* shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the *Provider* shall not be relieved of liability to the *Agency* for damages sustained by virtue of any breach of this Contract by the *Provider*.

D.5. Subcontracting. The *Provider* shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the *Agency*. If such subcontracts are approved by the *Agency*, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractees, the *Provider* shall be the prime contractee and shall be responsible for all work performed.

D.6. Conflicts of Interest. The *Provider* warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the *Agency* or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractee, or consultant to the *Provider* in connection with any work contemplated or performed relative to this Contract.

D.7. Lobbying. The *Provider* certifies, to the best of its knowledge and belief, that:

D.7.a. No federally appropriated funds have been paid or will be paid, by or on behalf of the *Provider*, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

D.7.b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the *Provider* shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

D.7.c. The *Provider* shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

ATTACHMENT 1

AAAD Service Provider Contracts

Provider Metropolitan Interfaith Association

Scope of Service

Ombudsman

Definition – Advocacy for residents of long-term care facilities, including complaint resolution and issue identification and activity.

The subcontractor will provide the following:

Administration

1. Comply with the program guidelines contained in the Ombudsman Chapter in the "Policies and Procedures for Services Contracted Through Area Agencies on Aging and Disability".
2. Develop and maintain a policy and procedure manual for program activities approved by the State LTCO. The manual shall include case-handling protocol which includes written confirmation to regulatory agencies of referrals made to them.
3. Develop and implement a participant contribution plan approved by the State.
4. Maintain verification that annually (or when staff changes), the District LTCO provides the State LTCO with a written list of individuals in the provider agency designated to have access to the case files.
5. Maintain verification that the District Ombudsman has maintained current data in the Ombudsmanager at least monthly.
6. Maintain verification of the submission of a quarterly report from the District LTCO to the State LTCO in a format specified by the State LTCO by the 20th day following end of quarter. Such report may require information detailing problem investigation and resolution process, problems referred, whether satisfactory resolution was accomplished and findings upon follow-up investigations.
7. The provider shall attend or be represented at scheduled meetings of AAAD.
8. Out-of-state travel requests by service providers or its staff utilizing aging funds must be submitted to AAAD for prior approval.

Planning and Program

1. Develop and implement an active visitation schedule that shows bi-annual visits or incremental progress toward quarterly visits to each long-term care facility in the district. At a minimum, each long-term care facility will be visited annually.
2. Give each complainant information regarding the grievance procedures of the service provider agency and an opportunity to evaluate and comment on services provided (such as a customer satisfaction survey).
3. Institute a contingency plan for coverage of the District LTCO responsibilities when the District LTCO is unavailable.
4. Maintain annual cooperative agreements with the Legal Assistance Program in the district. Maintain verification that the District LTCO maintains contact with the regional offices of the Department of Health/Health Care Facilities; Department of Mental Health and Developmental Disabilities; Department of Human Services; Social Security; Veterans Administration; Tennessee Bureau of Investigation; and Tennessee Protection and Advocacy.
5. Maintain verification that the District LTCO has provided a summary of complaints received to the Department of Health Survey Team and complaint investigators when notified by the team that they are in a facility for the annual survey.
6. Develop and implement a plan for publicizing the District LTCO services.
7. Maintain verification that the District LTCO worked with and promoted citizens' organizations and advocacy groups.

Provider **Metropolitan Interfaith Association**

8. Maintain information and material for public dissemination concerning the Ombudsman services and other services pertinent to working with long-term care patients.
9. Maintain the current ownership information regarding long-term care facilities in the district.
10. The provider shall coordinate its services with those of other AAAD providers, particularly focal points (senior centers) designated by the AAAD and as specified in the provider's coordination plan on file with the AAAD.
11. The provider shall file a plan for expending any one-time funds awarded in this contract. The plan will include a provision for the funds to be expended in the last quarter of the fiscal year unless AAAD waives this requirement.
12. Submit a Holiday Schedule to AAAD, listing the holidays that your agency and program will observe this fiscal year.
13. Title III may be budgeted only for services listed in the Federal taxonomy of services.

	Service	Number of Units	Unduplicated Persons
1	Complaint Resolution	1,200	200
2	Issue Work	300	420
3	Public Education	80	600
4	Organizational Development	920	80
	TOTAL	2,500	1,300

14. Unduplicated number of persons to be served annually _1,300
15. It is required that all service providers target the following listed 60+populations.

Low Income	Low Income Minority	Rural	Handicapped/Frail
492	340	46	301

16. Maintain a list of the specific activities that will be used to assure that this service is targeted to the above-listed populations. Include numbers to be served. Give specific attention to each of the targeted populations.

Staff

1. Employ a full-time District Long-term Care Ombudsman (LTCO). The District LTCO will have a combination of educational and work experience which totals 6 years in the field of social service and/or advocacy.
2. Provide adequate supervisory assistance, office space, supplies, travel funds and secretarial assistance for the District LTCO.
3. Maintain verification that the District LTCO staff (secretary, volunteer coordinator, assistant) have signed the Code of Ethics, Conflict of Interest, and Statement of Agreement.
4. Maintain verification that the orientation and training of any new District LTCO addresses relationships, communication, and problem-solving
5. Maintain verification of the recruitment of 20 new Volunteer Ombudsman Representatives (VORs).
6. Maintain verification of the initial training of all new VORs and continuing training for all VORs equivalent to ½ day quarterly
7. Maintain verification that the VORs are supervised.
8. Maintain verification that District LTCO maintained a cadre of 25 VORs.

ATTACHMENT 2

FINANCIAL AGREEMENT

A. The *Agency* agrees to compensate the *Provider* as follows:

1. The *Agency* shall reimburse *Provider's* actual cost monthly in accordance with the budget approved by the *Agency*. Changes in said budget may be made upon written approval by the *Agency* as long as the maximum total amount is not changed.

2. The *Agency*, in its discretion, may make an advance to the *Provider* of up to 10 percent of the total amount of this Contract.

3. At the expiration or termination of this Contract the *Agency* may request the *Provider* to refund the amount, if any, by which total payments exceed actual expenses in accordance with the approved budget. If no refund request is made, the *Provider* shall budget the cash-on-hand for the next budget period.

4. Funding for this Contract will not exceed the amounts shown below:

FUNDS AVAILABLE

	Previous Year			
	Cash on Hand	Unrequested	Current Yr.	Total
(a) III-B			$ 54,563	$ 54,563
(b) III-C1				
(c) III-C2				
(d) III-D				
(e) Ombudsman			$ 49,500	$ 49,500
(f) State Nutrition				
(g) State One-Time Award			$	$
TOTAL FOR CONTRACT			**$ 104,063**	**$ 104,063**

Funding for items 4(a), (b), (c), and (d) cannot exceed 80% of the total program costs for these categories, with the remaining 20% coming from non-federal sources.

Funding for item 4(e) cannot exceed 50% of the total program costs for this category, with the remaining 50% coming from non-state sources (at least 10% of the non-State sources must be cash).

Funding for item 4(f) cannot exceed 90% of the total program costs for this category, with the remaining 10% coming from non-state sources.

5. If the other terms of this contract allow reimbursement for the cost of nutrition services, the *Agency* agrees, to the extent that funds are available, to make additional cash payments not to exceed $ N/A to the *Provider* for purchasing United States Department of Agriculture commodities and other foods of United States origin for use in its Title III nutrition program, payments to be made monthly as reimbursements for the actual number of meals served to eligible clients.

C. SUMMARY BUDGET:

Title III-B Funds		$ 54,563
Title III-D		
Ombudsman Funds		49,500
Local Funds		17,066
Cash	$ 5,066	
In-Kind	12,000	
Program Income		
Other		200
TOTAL BUDGET		**$ 121,329**

D. SERVICE REQUIREMENTS:

The service descriptions for these services identified in the attached Scope of Services, Part A, Summary of Direct Service Requirements, are a part of the Contract and are attached.