Aging Commission of the Mid-South

Contract for Service

Contract Summary

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

AGENCY: DELTA AREA AGENCY ON AGING AND DISABILITY

PROVIDER: Metropolitan Inter-Faith Association

Director/Title: Margaret Craddock/Executive Director

Address: 910 Vance

City/State/Zip: Memphis, TN 38126

Mailing Address: P.O. Box 3130

City/State/Zip: Memphis, TN 38173-3130

E-mail Addresses: randerson@mifa.org
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Phone No.: 901/527-0208x549
901/527-0208x288
901/529-4512

Fax No.: 901/527-3202

Supervisor Responsible for this Service Contract: Ridley Anderson-Meals
Mary Claire Borys-Home Modifications
Ronald Jackson-Transportation

SERVICE NAME(S):

Family Caregiver Program: Home-Delivered Meals & Home Modifications

Older Americans Act: Home-Delivered Meals, Congregate Meals, Nutritional Counseling, Nutritional Education, Nutritional Outreach, Nutritional Screening, Home Modifications & Transportation

Options Program: Home-Delivered Meals & Home Modification

GEOGRAPHICAL AREAS: ***Meals***-Fayette, Lauderdale, Shelby, Tipton Counties
Home Modifications, Transportation-Shelby County

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

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

This Contract, by and between the Aging Commission of the Mid-South, Inc. (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 services and activities, as described in §A. SCOPE OF SERVICES, Attachment 1 "Scope of Service" for transportation, Attachment 1-A "Scope of Work," Attachment 1-B, "Scope of Services" for meals, Attachment 2 "Service Descriptions," and Attachment 3, "Rate Schedule."

The *Provider* is a Non-Profit Corporation.

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

A. SCOPE OF SERVICES:

A.1. Upon acceptance of an authorization from the *Agency*, the *Provider* will provide the following services in accordance with the authorization: Family Caregiver: Home Delivered Meals & Home Modifications/Repair. Older Americans Act: Home-Delivered Meals, Congregate Meals, Nutritional Counseling, Nutritional Education, Nutritional Outreach, Nutritional Screening, Home Modification/Repair and Transportation. Options: Home-Delivered Meals & Home Modification. The *Agency* will reimburse the *Provider* at a negotiated rate as defined in §C.1. for the provision of authorized services. The *Agency* will screen and assess individuals to determine their need for home and community based services as funded under the Older Americans Act, the National Family Caregiver Support Program, and the Options Program. Services will be offered by the *Provider* in accordance with this contract and all attachments incorporated by reference. Approved services are outlined in the "Scope of Work" as Attachment 1-A, and are incorporated herein by reference. Descriptions of all services to be provided under this contract are included as Attachment 2, and are incorporated herein by reference. If any approved services require a schedule of rates for individual items, that schedule is included as Attachment 3 and is incorporated herein by reference.

A.2. In the "Scope of Service", Attachment 1 and "Scope of Services", Attachment 1-B, *Provider* will be responsible for adhering to the identified requirements.

A.3. In the "Scope of Work", Attachment 1-A, reference to "Applicant Agency" should be read as *Provider.*

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 thereof.

B.2. Term Extension. The *Agency* reserves the right to extend this Contract for an additional twelve (12) months, provided that the *Agency* notifies the *Provider* in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract executed by a duly authorized official of the *Agency* and the *Provider*. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the *Agency's* maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the amended contract.

B.3. 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 the Reimbursement Rates herein for units of service authorized by the Agency or Two Hundred Twenty Five Thousand and 00/100 Dollars ($225,000) for transportation services, and Two Thousand Nine Hundred Seventy and 00/100 Dollars ($2,970) for Nutritional Counseling. The *Provider* shall invoice the Agency monthly and shall be compensated for services rendered in accordance with the Agency-provided service descriptions as described in Attachment 2:

	FY 09 UNIT COST & REIMBURSEMENT RATES		
Activity	**Match Requirement**	**Unit Cost**	**Reimbursement** (Unit Cost Less Match Requirement)
FAMILY CAREGIVER PROGRAM			
COUNSELING			
Individual (1 Hour)	25%		
Support Groups (1 hour)	25%		
Caregiver Training (1 session) *	25%		
INFORMATIONSERVICES			
Group Information (1 session)	25%		
RESPITE SERVICES, IN-HOME			
Personal Care (1 hour)	25%		
Homemaker (1 hour)	25%		
Adult Care/Sitter (1 hour)	25%		
RESPITE SERVICES, OUT-OF-HOME			
Adult Day Care (1 hour)	25%		
Institutional Respite (overnight, up to 24 hours)	25%		
SUPPLEMENTALSERVICES			
Assistive Technology (1 purchase)	25%		
Food Supplements (1 case of 24 units)	25%		
Home-Delivered Meals (1 meal)	25%	6.78	5.09
Home Modifications/Repairs (1 repair)	25%	See Attachment 3 (rate schedule)	
Personal Emergency Response System (installation, monthly fee)	25%		
Pest Control	25%		
Older Americans Act			
REGISTERED SERVICES			
Adult Day Care (1 hour)	20%		
Congregate Meals (1 meal)	20%	6.78	5.42
Home-Delivered Meals (1 meal)	20%	6.78	5.42
Homemaker (1 hour)	20%		
Nutritional Counselling (1 hour)	20%	150.00	120.00
Nutrition Education	20%		
Nutrition Outreach	20%		
Nutrition Screening	20%		
Personal Care (1 hour)	20%		
NON-REGISTERED SERVICES (CLUSTER3)			
Transportation (1 one-way trip) (37,500 trips x $6.00/trip=$225,000)	20%	$7.50	$6.00
NON-REGISTERED SERVICES (HEALTH PROMOTION/DISEASE PREVENTION)			
Medication Management, Screening, & Education (1 hour)	20%		
NON-REGISTERED SERVICES (SOCIALIZATION/PARTICIPATION)			
Education (Senior Empowerment) (1 participant)	20%		
NON-REGISTERED SERVICES (OTHER GOALS)			
Home Modification/Repair (1 repair)	20%	See Attachment 3 (rate schedule)	
Options Program			
Home-Delivered Meals (1 meal)	0%	6.78	6.78
Homemaker (1 hour)	0%		
Personal Care (1 hour)	0%		

C.8. HIPAA Compliance. *Provider* warrants to the *Agency* that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. *Provider* warrants that it will cooperate with the *Agency* in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with *Agency* privacy officials and other compliance officers required by HIPAA and its regulations. *Provider* will sign any documents that are reasonably necessary to keep the *Agency* and the *Provider* in compliance with HIPAA, including but not limited to business associate agreements.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The *Agency* is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee State laws and regulations.

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.

ATTACHMENT 1

AAAD Service Provider Contract

Provider Metropolitan Inter-Faith Association

SCOPE OF SERVICE

Transportation

Definition - Provision for a person who requires help in going from one location to another, using a vehicle.

The subcontractor will provide the following:

Administration

1. Strict enforcement of the TN Seatbelt Law.
2. A routine vehicle maintenance program including maintenance of safety equipment.
3. Maintain information in keeping with confidentiality of participant.
4. Data and participant information will be maintained as required by the state.
5. Quarterly reports by the tenth day of the month following the end of the quarter using standard reporting forms.
6. Adequate insurance coverage.
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. A plan for distribution of transportation services throughout the contracted service area.
2. **600** Number of unduplicated persons will be served from July 1, 2008 through June 30, 2009.
3. **37,500** Number of units of service will be served from July 1, 2008 through June 30, 2009.
4. Documentation to determine transportation services supported by Title III, Older Americans Act Funding (OAA participants are not charged a fee, but provided an opportunity to make a contribution for service).
5. Written description for consumer donations/contributions.
6. Locked box for participant contributions which accommodates client confidentiality,
7. Written policy concerning the counting, depositing, and use of participant contributions.
8. In establishing the transportation service plan, consideration will be given to providing transportation to accommodate areas with a concentration of individuals with the greatest economic/social needs.
9. Written priority setting process in the event that all trip requests cannot be served.
10. Conduct and maintain documentation of publicity and outreach activities to inform consumers about services.
11. Written procedures to be followed in the event of an accident involving a participant.
12. Emergency equipment on the vehicle such as fire extinguisher, first aid, etc.
13. Conduct participant satisfaction surveys, analyze, and summarize the surveys with information to be used for future planning of transportation systems.

Staff

1. Written qualifications for drivers that are in compliance with state governing statutes, policies, and regulations.
2. Written process reviewing each driver, actions taken and final conclusions in the event of an accident/incident.
3. Training for drivers on a regular basis, ___ monthly; X quarterly; ___ semiannual; ___ annual; ___ other. Training will include but not limited to safe driving, medical emergencies (CPR, First Aid, etc.), passenger assistance, passenger relations, special skills, or knowledge of transporting special populations.

Other

ATTACHMENT 1-A TO CONTRACT

SCOPE OF WORK

Aging Commission of the Mid-South, Area Agency On Aging And Disability

APPLICANT AGENCY: Metropolitan Inter-Faith Association

A. SUMMARY OF DIRECT SERVICE ACTIVITIES
Check services to be provided:

FAMILY CAREGIVER PROGRAM

COUNSELING

- ☐ Individual (1 hour)
- ☐ Support Groups (1 hour)
- ☐ Caregiver Training (1 session)

INFORMATION SERVICES

- ☐ Group Information (1 session)

RESPITE SERVICES, IN-HOME

- ☐ Personal Care (1 hour)
- ☐ Homemaker (1 hour)
- ☐ Adult Care/Sitter (1 hour)

RESPITE SERVICES, OUT-OF-HOME

- ☐ Adult Day Care (1 hour)
- ☐ Institutional Respite (overnight, up to 24 hours)

OTHER SERVICES

- ☐ Assistive Technology (1 purchase)
- ☐ Food Supplements (1 case of 24 units)
- ☒ Home-Delivered Meals (1 meal)
- ☒ Home Modifications/Repairs (1 repair)
- ☐ Medical Equipment/Supplies (1 purchase)
- ☐ Personal Emergency Response System (installation, monthly fee)
- ☐ Pest Control

OLDER AMERICANS ACT

REGISTERED SERVICES

- ☐ Adult Day Care (1 hour)
- ☒ Congregate Meals (1 meal)
- ☐ Education (Senior Empowerment) (1 participant)
- ☒ Home-Delivered Meals (1 meal)
- ☐ Homemaker (1 hour)
- ☒ Nutritional Counseling (1 contact)
- ☐ Personal Care (1 hour)
- ☒ Nutritional Screening & Education
- ☒ Transportation (1 one-way trip)
- ☐ Medication Management, Screening, & Education (1 hour)
- ☒ Home Modification/Repair (1 repair)

OPTIONS PROGRAM

- ☒ Home-Delivered Meals (1 meal)
- ☐ Homemaker (1 hour)
- ☐ Personal Care (1 hour)

(All services may not be available within each Area Agency on Aging and Disability. If you have questions about particular service availability, please contact the AAAD.)

***A Personal Support Services Agency license from the State of Tennessee Department of Mental Health and developmental Disabilities is required for any agency that provides an in-home personal service. This includes homemaker and personal care services.**

ATTACHMENT 1-B

AAAD Service Provider Contracts

Provider Name MIFA Meals

SCOPE OF SERVICES FOR NUTRITION SERVICES

(A) Nutrition Services
All services listed below must be provided according to the general requirements and service descriptions of the *Tennessee Commission on Aging and Disability, Policies and Procedures for Services Contracted through the Area Agencies on Aging and Disability.*

The provider shall attend or be represented at scheduled meetings of AAAD. Out-of-state travel requests by service providers or its staff utilizing aging funds must be submitted to AAAD for prior approval.

(B) Congregate
Submit updated congregate meal site location information.

(C) Home Delivered Meals
Submit geographical map of all meal routes funded by ACMS.

Home Delivered meals are to be at least one hot meal unless otherwise agreed upon by Aging Commission of the Mid-South, Inc., the consumer and the provider.

Service	Service	Unduplicated Units Meals	Persons
Congregate Meals (III C-1)		(160,794)	(643)
Home Delivered Meals (III C-2)		(134,631)	(514)
Home Delivered Meals (III E, Elder)		(n/a)	(n/a)
Home Delivered Meals (OPTIONS 60+)		(13,100)	(50)
Home Delivered Meals (OPTIONS <60)		(6,550)	(25)

Service	Service Units	
Nutrition Education (IIIC)	(each participant or each group)	(648)
Nutrition Outreach	(number of one on one contacts)	(25)
Nutrition Counseling		(25)
Nutrition Screening		(1,100)
Nutrition Transportation (IIIB/IIIC)	1 One-Way trip	(n/a)

Attachment 1B

Metropolitan Inter-Faith Association (MIFA)

Ridley Anderson, Director of Meals Programs
Metropolitan Inter-Faith Association
910 Vance Avenue
Memphis, TN 38126-2911

Mailing Address:
P. O. Box 3130
Memphis, Tennessee 38173-0130
Telephone: 901-527-0208 ext. 549 FAX: 901-527-3202
randerson@mifa.org

4 Counties served: Fayette, Lauderdale, Shelby, and Tipton
All sites are open Monday – Friday
Serving one meal per day (lunch)

NUTRITION CENTERS AND MANAGERS (BY COUNTIES)
26 CONGREGATE NUTRITION CENTERS

County	Center	Manager's Name
Fayette	Gallaway Community Center 200 Jackson Street Gallaway, TN 38036 901-867-3310	Deloris Boyd
	Maplewood Village 400 Meadow Lane Somerville, TN 38068 901-465-9711	Sandra Whitmore
	Somerville Senior Center 138 West Market Somerville, TN 38068 901-465-3554	Carrie Cheairs
Fayette	DeWitt Senior Center 5185 Highway 57 Rossville, TN. 38066	Nikki Settles
	St. Mark's Village Route 3 9-700, Highway 76 Moscow TN 38057 901-877-3456	Shirley Smith

Attachment 1B

Lauderdale	Halls Senior Center 605 Airport Street Halls, TN 38040 737-836-5444	Queen Reed
	Ripley Community Center 142 Nelson Street Ripley, TN 38063 737-631-9538	Doris Gaines
Tipton	Covington Community Center 401 South College Street Covington, TN 38019 901-476-4664	Wilma Fryer
	Garland Community Center 1692 Garland Drive Garland, TN 38019 901-476-8430	Helen Clark
	Munford Community Center 63 College Street Munford, TN 38019 901-837-5965	Patsy Williamson
Shelby	Bartlett Senior Center 5727 Woodlawn Memphis, TN 38134 901-385-6439	Candace Ward
	Bickford Community Center 232 Bickford Memphis, TN 38107 901-527-8752	Robbie Chism

Attachment 1B

Shelby	Camilla Towers 256 South Camilla Memphis, TN 38104 901-521-1104	Ora Holmes
	Hollywood Senior Center 1560 N. Hollywood Memphis, TN 38108 901-722-8717	Bonnie Clark 901 271-6432
	East Senior Center 4223 Macon Road Memphis, TN 38122 901-763-1181	Bonnie Clark 901 271-6432
	Ed Rice Community Center 2907 North Watkins Memphis, TN 38127 901-357-6919	Bernice Stotts
	Highland Meadows 3517 Andy Way Lane Memphis, TN 38128 901-388-8880	Margaret Veto
	JCC Nutrition Center 6560 Poplar Memphis, TN 38119 901-761-0810	Mary Bowden
	Luther Towers 274 S. Highland Memphis, TN 38111 901-323-3639	Pam Mosby
	Madison Nutrition Center 383 Madison Memphis, TN 38103 901-521-0003	Marie Gordan
	North Lake Nutrition Center 5190 Wesley Park Memphis, TN 38135 901-372-0100	Annas Sayers-Duncan

Attachment 1B

Shelby	Orange Mound Community Center 2569 Douglas Memphis, TN 38114 901-323-3662	Lizzie Moss
	Plough Towers 6580 Poplar Memphis, TN 38138 901-767-1910	Audrey Johnson
	South Memphis Senior Center 1620 Marjorie Memphis, TN 38106 901-774-2000	Julia Lester
	St. Peter's Manor 108 N. Auburndale Memphis, TN 38104 901-278-8200	Linda Christian
	Wesley Millington 1077 Easley Millington, TN 901-873-3293	Deloris Shannon

Attachment 1 B

MIFA Meals Home Delivery Routes for ACMS Clients

Route #	# of Clients
10	40
11	9
12	9
13	15
14	12
15	8
16	12
17	3
18	17
19	20
20	16
21	40
22	49
23	88
24	111
25	20
26	14
27	6
28	7
29	41
30	9
48	75
WHITEHAVEN 1	27
WHITEHAVEN 2	24
COVINGTON	70
HALLS	32
GALLOWAY	10
ROSSVILE	3