

**CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT**

October 1, 2018 - September 30, 2019

This Agreement, entered into as of this 1st day of October 2018, by and between the Baldwin County Commission (herein called the "Contractor"), and the South Alabama Regional Planning Commission (herein called the "Planning Agency")

WITNESSETH

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.
2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

Baldwin County, Alabama
3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.
4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2019.
5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.
6. Compensation.
 - a. Federal Funds. The Planning Agency agrees to pay the Contractor the total sum of One Hundred Twelve Thousand Nine Hundred Ninety-eight Dollars (\$112,998) for the services described herein.
 - b. State Funds. The Planning Agency agrees to pay the Contractor the total sum of Thirteen Thousand Five Hundred Dollars (\$13,500) for the services described herein.
 - c. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of Four Hundred Sixty-one Thousand Eight Hundred Eighty-~~five~~ ^{five} Dollars (\$461,885) in cash or in-kind services.
 - d. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is Five Hundred Eighty-eight Thousand Three Hundred Eighty-three Dollars (\$588,383).

- e. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate and/or home delivered meals per day of operation at each SAIL Center, beginning October 1, 2018 and ending September 30, 2019. The actual number of meals and serving days may vary depending on SAIL Center participation and available funding.
7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.
- a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.
 - b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the Baldwin County Commission for approved expenditures such that:

The contractor shall spend, but not exceed, one twelfth (1/12) or Ten Thousand Five Hundred Forty-one Dollars and 50/100 (\$10,541.50) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.
 - c. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:
 - i. **Weekly reports are due on the first work day of the week following their completion.**
 - ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2018 through October 2019, covering the previous 30-day period.**
 - iii. **Final financial reports are due on October 5, 2019.**
 - d. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of One Hundred Twenty-six Thousand Four Hundred Ninety-eight Dollars (\$126,498) for all of the services required.
 - e. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.
8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate or home delivered meal participants must be reimbursed to the

Planning Agency for payment to the Alabama Department of Senior Services. This policy was developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.
10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.
11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.
12. Insurance and Bonding Requirements. The Contractor shall furnish the Planning Agency a Certificate of Insurance naming the South Alabama Regional Planning Commission as Certificate Holder on all insurance policies: Liability, Automobile, Workmen's Compensation, Fidelity Bond, etc. Upon renewal of existing insurance coverages, a copy shall be sent to the Planning Agency assuring the continued coverages for the program year.
13. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of \$100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.
14. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.
15. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

16. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.
17. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.
18. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

Specifically, the Contractor must account for:

- a. Ensure that all services or benefits under this program are provided on a non-discriminatory basis.
- b. Make available, without distinction on the grounds of race, color, national origin, sex, age, or disability, the use of any facility, e.g. any room, equipment, office, waiting rooms, restrooms, restaurant, recreational facilities, or concessions.
- c. Afford opportunities for participation on a non-discriminatory basis in the project such as conferences, observers, consultants, advisors, members of review committees, or as volunteers.
- d. Comply with the provisions off all above mentioned Acts and other regulations. Specific methods by which beneficiaries are to be informed of this policy should include public statements, press, radio, meetings, letters, brochures, posted notices, and meetings with community groups.
- e. Train or orient staff members regarding non-discriminatory policies and requirements for

implementing Title VI of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1967, as amended; and the Americans With Disabilities Act of 1990.

- f. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.
- g. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:
 - Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.
 - Audible: oral, radio, telephone, voice mail systems, etc.
 - Electronic: TDD's, computer, bulletin boards, etc.
 - Tactile: raised letter signage, Braille, "hands-on" programs, etc.
- h. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.
- i. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

19. Equal Employment Opportunity.

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.
- c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Hold Harmless and Indemnification Clause. The Contractor agrees to hold the Planning Agency harmless from any liability for any damages arising from any acts or omissions occurring in connection with Contractor's performance under this contract.


20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no 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 such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

21. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services the Planning 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 (5) days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

22. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.


IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:


 Julie McGee
 Area Agency on Aging Director

GRANTOR:

SOUTH ALABAMA REGIONAL PLANNING
 COMMISSION


 John F. Rhodes
 Executive Director

ATTEST:

CONTRACTOR
 BALDWIN COUNTY COMMISSION

By: _____

By: _____

Title: _____

Federal Employer I.D. Number: _____

FY 2019
Scope of Services
Baldwin County Commission
Title III

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least four days a week with particular emphasis on low-income and minority elderly. Transportation and escort services will be made available for the following:

a. Attendance at the following Nutrition Centers (SAIL) on a daily basis:

- Vaughn
- Ellisville
- City of Bay Minette
- City of Daphne
- Town of Summerdale

b. Elderly persons attending the Nutrition Centers may have transportation services available to them on a scheduled basis for the following:

- Recreation/Special Events
- Assistance with home delivered meals (if needed)

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural, and minority members, and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches and through programs that address low-income persons. High-risk persons will be reached through efforts aimed at hospitals, long-term care facilities the Medicaid Waiver Program, and the Senior Aides Program. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Information and Referral

Contractor will continue to provide an information and referral service in cooperation with the Department of Human Resources and other agencies, particularly the Area Agency on Aging. Assistance will be provided to the Planning Agency in dissemination of information and referral

activities particularly to isolated, low-income and minority elderly. The Contractor will provide assistance in the distribution of information to isolated, low-income and/or minority elderly.

B. County Coordinator

The Contractor will provide a County Coordinator to coordinate services to the elderly such as scheduling of buses; coordinator of social service activities for the SAIL Program, work with nursing homes, Retired Senior Volunteer Program, senior citizen clubs and social service agencies, to provide outreach services to isolated elderly, and to coordinate any other services or activities as deemed necessary.

C. SenioRx

The Contractor will provide the SenioRx program for Baldwin County residents. Contractor is to provide outreach services to inform the public about the availability of the SenioRx program, to include regular visitation to Bay Minette in addition to other County outreach activities. Duties include assisting eligible persons with applications for free or discounted prescription drug programs, utilizing the RX Assist Plus software system. Eligible persons are 1) Seniors 55+ years of age and those who are at risk for losing medication coverage due to the donut hole or choices in Medicare part D plans; and 2) Although the target population to serve is those 55 and older, agencies can serve adults of any age who have a doctor's declaration of disability, have applied for Social Security Disability, or who have been deemed disabled and are in the 24 month waiting period if prescription assistance is available. While all goals and objectives on numbers of persons to be served are based on those at 200% of the poverty level; individuals who qualify for prescription drug coverage at higher percentages of poverty level, determined by various companies, can be served through this program.

D. Nutrition Center Operation

1. Provide two (2) nutrition centers (Vaughn and Ellisville) for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.
2. Provide two (2) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.
3. The nutrition center or community center when applicable must stay open for 4 hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.
4. Arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.
5. Provide supportive services as addressed in the Title III Rules and Regulations.

E. Meals

1. The Contractor will receive no less than 25 congregate and/or home delivered meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
2. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS report substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 8	Columbus Day
November 12	Veterans Day
November 22-23	Thanksgiving
December 24-31	Christmas
January 1	New Year's Day
January 21	Martin Luther King
February 18	President's Day
March 4-5	Mardi Gras
April 19	Good Friday
April 22	State Holiday
May 27	Memorial Day
June 3	State Holiday
July 4-5	Independence Day
September 2	Labor Day

F. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

G. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

H. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

I. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry.

Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.
2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
 - a. Weekly meal report and voucher
 - b. Monthly supportive and services report
 - c. Monthly attendance log
3. Monthly Aging Information Management System (AIMS) reports must be completed on-line and by the 10th of the month following the month of delivered services.

J. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

K. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR Baldwin County Commission TYPE OF GRANT: X Title III-B
X Title III-C-1
CONTRACT NUMBER 302-AAA-2019 X Title III-C-2
 Title III-D
 Title III-F
X Other-Rx

CONTRACT PERIOD: FROM October 1, 2018 THRU September 30, 2019

CATEGORY	FEDERAL FUNDS/ SENIORx FUNDS	ESTIMATED LOCAL RESOURCES		TOTAL
		Local Cash	In-Kind	
Personnel*	69,752	401,140		470,892
Personnel Travel	2,625	1,075		3,700
Space		0		0
Utilities		7,222		7,000
Postage & Telephone	1,000	11,196		12,196
Supplies		10,800		10,800
Training		500		500
Transportation	53,121	6,304		59,425
Insurance		11,715		11,715
Office Furniture & Other Equipment				
Other		12,155		12,155
TOTAL	126,498	461,885		588,383

* Breakdown of personnel costs

	<u>Aging Funds</u>	<u>Local</u>
Center Manger/Act. Coord	11,504	24,888
PT Vaughn Center Manager	12,000	7,063
Chief Admin. Asst.	12,748	50,289
Office Asst II, SRx K	10,000	41,797
Office Asst II SRx S	13,500	30,141
COA Coordinator	0	85,973
Homebound Meals Driver	0	20,127
OA IV	0	40,229
Case Manager CR	10,000	43,635
Case Manager CB	0	37,833
SAINTS Driver	0	19,165
TOTAL	69,752	401,140

** Breakdown of other costs

	<u>Local Cash</u>
Copy Machine	2,500
Computer & Software	
Maintenance	900
Computer Support Svcs	4,655
Hunter Security	300
Pest Control	300
Drug Tests	200
Bank Fees	300
Advertising	3,000
TOTAL	12,155

**ASSURANCE ON COMPLIANCE WITH THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

The Baldwin County Commission, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2018

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**ASSURANCE ON COMPLIANCE WITH THE
U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT**

The Title III Contractor, the Baldwin County Commission, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2018

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**ASSURANCE OF COMPLIANCE WITH THE
DRUG-FREE WORKPLACE ACT OF 1988**

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor and host agency that knowingly fail to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2018

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

Certification 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 office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Date: October 1, 2018

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

EXHIBIT VII

**ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE
NEEDS OF LOWER INCOME MINORITY {SEC. 306 8 (A) (5) (a) (II)}**

The BALDWIN COUNTY COUNCIL ON AGING (BCCOA) offers many special programs specifically targeting the needs of lower income minorities. For example, at no charge the BCCOA offers: transportation and escort services, healthcare screenings and exams, exercise sessions, socialization, medical appliances and devices, case management, emergency assistance, legal counseling services, information referral, prescription assistance, and resource identification services.

To ensure the health and well-being of lower income minorities, the BCCOA provides both regularly scheduled and as needed transportation for: essentials shopping assistance, medicines, medical appointments and to and from nutritional centers.

The BCCOA sponsors regularly scheduled and as needed healthcare screening programs designed to address the high risk medical needs of the minority population. Blood pressure, blood sugar and cholesterol screenings are provided monthly for helpful monitoring of this high-risk population. The BCCOA sponsors free eye and hearing exams and assists in obtaining glasses and hearing aids for those who cannot afford them. We provide free redistribution of essential healthcare appliances such as: wheelchairs, walkers, canes, crutches, bathing seats, elder potty chairs, hospital beds etc. Opportunities for socialization, health education, exercise and resources information are provided free at both the nutritional centers and the BCCOA office.

The BCCOA offers individualized case management, outreach and follow-up services to identify and obtain resources helpful to lower income minorities. Many lower income minority elderly often face emergency situations almost daily. For example: they may not be able to pay bills for utilities, or they desperately need essentials such as food or medicines. We provide direct and immediate help by identifying resources that provide emergency aid, and acting on their behalf, we provide the necessary follow-up to ensure that essential needs are met. In addition, the BCCOA then provides counseling and referral services to address the long-term needs of lower income minorities.

DATE: October 1, 2018

BALDWIN COUNTY COMMISSION
Sub-grantee

By: _____

Attest: _____

Title: _____

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion - Lower Tier Covered Transactions**

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2018

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____