

SECTION I
CSRA REGIONAL COMMISSION - AREA AGENCY ON AGING COOPERATIVE SUB-GRANT AGREEMENT
TITLE III AND NSI NUTRITION MEALS
Fiscal Year 2024
Contract # 24-0089

RC AAA Qualified Nutrition Program Food Vendor: G.A. Food Service, LLC

Fiscal Year 2024 Unit Cost for All Congregate Meal: \$ 8.01 (\$6.50 from C-1, \$1.51 from NSI fund sources)

Fiscal Year 2024 Unit Cost for All Home Delivered Meal: \$ 8.01

The following table outlines the meals that have been approved for your jurisdiction for the FY 2024.

Meal Types:

Title III C-1	Congregate Meals (requires a 10 percent match)
Title III C-2	Home-Delivered Meals (requires a 10 percent match)
NSI-Cong	Congregate Meals (no match required) - used in conjunction with C-1 to pay for raw food costs
NSI-HD	Home-Delivered Meals (no match required) - used in conjunction with other HDM funds to pay for raw food costs
NSI - State - HDM	Home-Delivered Meals (no match required)
NSI - SSBG - HDM	Home-Delivered Meals (no match required)

Annual Number of Meals Alloted By Category

Jurisdiction	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-SSBG-HDM	NSI-State-HDM	Total
Richmond	49,063	29,916	-	-	2,933	17,420	99,331

Dollar Value of Meals By Category

Funding	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-SSBG-HDM	NSI-State-HDM	Total
Federal Funds:	\$ 271,043	\$ 203,683	\$ 74,092	\$ -	\$ 23,491	\$ -	\$ 572,309
State Funds:	\$ 15,944	\$ 11,981	\$ -	\$ -	\$ -	\$ 139,531	\$ 167,456
Local Match:	\$ 31,887	\$ 23,963	\$ -	\$ -	\$ -	\$ -	\$ 55,850
Total Cost:	\$ 318,874	\$ 239,627	\$ 74,092	\$ -	\$ 23,491	\$ 139,531	\$ 795,615

Note that this agreement includes the final allocation for meals from the CSRA RC. All Site meals are purchased voluntarily by the local jurisdiction. Paragraph 1 of the attached Cooperative Agreement duly notes the right to alter final numbers based on funding availability.

*Note: Meals are funded by two fund sources - NSI Fed funds are strictly used to pay for raw food costs while the remaining fund sources are available for all costs of the meal, including production and delivery. The portion of the meal paid for by Title III C1 will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$6.50 x 0.9 equals \$5.85). The portion of the meal paid for by Title III C2 will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$8.01 x 0.9 equals \$7.209).

Site C1 and Site C2 locally funded meals are voluntarily provided by the community and are not reimbursed by the RC and therefore not shown in this agreement.

Periodic adjustments may be made during the course of the year to allocate unused meals in the region to other areas of need or based on reductions in federal/state funds.





**SECTION TWO
AREA AGENCY ON AGING
COOPERATIVE SUBGRANT AGREEMENT FOR SERVICES**

THIS COOPERATIVE SUBGRANT AGREEMENT, entered into as of the 1st day of July 2023, by and between **Augusta, Georgia** (hereinafter referred to as “Subgrantee”) and the **CENTRAL SAVANNAH RIVER AREA REGIONAL COMMISSION**, (hereinafter referred to as “CSRA RC”).

WITNESSETH THAT:

WHEREAS, CSRA RC, under the Older Americans Act, has funding for the provision of Title III, SSBG and NSI meals for the elderly and desires to allocate those funds to the RC’s member jurisdictions for the public purpose identified below; and

WHEREAS, the CSRA RC, as the state-designated Area Agency on Aging (AAA), has the responsibility under the Older Americans Act (§306(a)(1)), and under the Georgia Department of Human Services (DHS) Regulations §304.6 to provide in its area plan a comprehensive and coordinated system for supportive services, and nutrition services; and

WHEREAS, the provisions of the OAA, as well as the DH Regulations, clearly contemplate the development by the RC as the AAA of cooperative arrangements with both government and non-profit organizations to provide those services described in §301 of the Older Americans Act; and

WHEREAS, the Federal Office of Management and Budget (OMB) Circular A-102 is the federal guideline governing the RCs handling of federal grant funds, and also governing cooperative agreements; and

WHEREAS, OMB Circular A-102, derived from 31 USC §6301-08 notes that “a grant or cooperative agreement shall be used only when the principal purpose of a transaction is to accomplish a public purpose...”; and

WHEREAS, the CSRA RC wishes to achieve a public purpose, specifically, the provision of nutritious meals to older citizens by passing through sub-grant funds for the nutrition services program to its member jurisdictions and to jurisdictions authorized under DHS’s contract for FY 2024; and

WHEREAS, the Official Code of Georgia Annotated (OCGA) 50-8-32 “created and established as public agencies and instrumentalities of their members ...”; and

WHEREAS, OCGA 50-8-33 requires each municipality and county within the region to be a member of the RC; and

WHEREAS, the RC, has the authority to enter into sub-grant agreements and cooperative agreements with its member jurisdictions, and with jurisdictions authorized under DHS’s FY 2024 contract; and

WHEREAS, the allocation of the nutrition service program funds (Title III, SSBG and NSI) will be done on a formula basis related to the State of Georgia’s interstate funding formula (IFF); and





WHEREAS, the CSRA RC has developed an allocation plan for FY 2024 nutrition funds for the region; and

WHEREAS, each local jurisdiction operates a multi-purpose senior center, which has been designated a focal point by the AAA and, as defined by the Division of Aging Services' Taxonomy of Services as being "a community facility for the organization and provision of a broad range of services, on a daily basis, to include health services (including mental health), social, nutritional, and educational services and the provision of recreational activities for older persons"; and

WHEREAS, as the designated focal point in each county, the senior centers in the counties is specifically eligible to serve as a congregate nutrition site; and

WHEREAS, Senior Centers are eligible to provide certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "Program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Resources (hereinafter, along with the appropriate auditing agency of the entities making such a grant, referred to as "the funding agencies"), and

WHEREAS, the CSRA RC has qualified a food vendor through an open and competitive bid process on behalf of the region as a whole; and

WHEREAS, the Subgrantee desires to accept the funds outlined in this cooperative agreement for the purchase of meals under the Title III, SSBG and NSI programs connection with the program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION THREE GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the Subgrantee** CSRA RC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent Subgrantees** No provision of this contract, act of the Subgrantee in the performance of this contract, or act of CSRA RC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of CSRA RC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent Subgrantee.
3. **Scope of Services** The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by CSRA RC, the work and services described in this contract and the following amendments hereto:

Attachment A	Program and Service Performance Requirements (including any special conditions associated with this contract)
Attachment B	Program and Service Reporting Requirements
Attachment C	Cost and Financial Reporting Requirements
Attachment D	Subgrantee Cost and Technical Proposals.





4. **Term and Time of Performance** The term of this contract runs from July 1, 2023 through June 30, 2024. The effective date of this contract is July 1, 2023. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30, 2024.
5. **Method of Payment** The amount of this contract is included in Section One of this contract (page 1). Total payments from the CSRA RC to the Subgrantee shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
- (a) **Progress Payments** Unless otherwise approved by CSRA RC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
- (1) a) Cost Reimbursement Contract - **On or before the fifth business day of the month** following the month for which payment is requested, the Subgrantee shall submit to CSRA RC, in a form acceptable to CSRA RC as specified in Attachment "B", a request documenting actual costs incurred during that month for each cost center as specified in Attachment "A"
 - b) Performance Based Fixed Rate Contract - **On or before the fifth business day of the month** following the month for which payment is requested, the Subgrantee shall submit to CSRA RC, in a form acceptable to CSRA RC as specified in Attachment "B", a request documenting the actual number of service units provided during that month for each cost center as specified in Attachment "A"
 - (2) Upon the basis of CSRA RC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, CSRA RC will make payment to the Subgrantee not more than once per month.
 - (3) CSRA RC may, at its discretion, disallow or delay payment of all or part of a request if CSRA RC determines that the Subgrantee is not in compliance to CSRA RC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by CSRA RC on or before the fifth business day of the month, reimbursement may be withheld until the following payment cycle.**
- (b) **Final Payment**
- (1) The Subgrantee's payment request for the last month of the contract term must be received by CSRA RC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. CSRA RC may, at its discretion, disallow payment of all or part of a final request received after this deadline.





- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by CSRA RC on or before the tenth day after the contract termination will become the final request.
 - (3) Upon receipt by CSRA RC of the Subgrantee's final payment request and all other required documentation, CSRA RC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, CSRA RC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments for each cost center or request from the Subgrantee reimbursement of any overpayment. The Subgrantee shall refund to CSRA RC any such overpayment within thirty calendar days of notification by CSRA RC.
6. **Communications** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and CSRA RC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The Subgrantee shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the CSRA RC Executive Director. The Subgrantee executor and CSRA RC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **CSRA RC's Designated Agent** According to the paragraph titled "**Communications**" above, CSRA RC's Executive Director hereby designates JACKIE HARRIS, CSRA RC'S AREA AGENCY ON AGING DIRECTOR, as his agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the CSRA RC's AAA DIRECTOR, JACKIE HARRIS and copied to the CSRA RC's Executive Director. Such appointments herein may be changed only by CSRA RC via a written addendum to this agreement.
8. **Review and Coordination** To ensure adequate assessment of the Subgrantee's program and proper coordination among interested parties, CSRA RC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of CSRA RC and the funding agencies from time to time to review the work and services performed. Written notice of such review meetings shall be given to the Subgrantee. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.
9. **Access to Records and Inspections** The state and federal government and the CSRA RC (a





staff member and/or an outside party hired to review certain records, documents, and/or procedures) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Subgrantee and fourth party Subgrantees(s). Upon request of such records, the Subgrantee shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the Subgrantee furnishes the records requested.

Reinstatement of payments to Vendors who have been sanctioned as denoted above must be approved by the RC's Board of Directors at the next regularly scheduled meeting of the Commission. The Subgrantee has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the CSRA RC. Through the Business Associate Agreement, the Subgrantee acknowledges and agrees that the Georgia Department of Human Services Division of Aging Services, including the Long-Term Care Ombudsman, and the CSRA RC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The Subgrantee is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party Subgrantees authorizing the same level of access to the entities noted above.

The Subgrantee and fourth party Subgrantees (subcontractors) record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The Subgrantee agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the Subgrantee. The Subgrantee agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The CSRA RC and the State Department of Human Services shall have the right to monitor and inspect the operations of the Subgrantee and any fourth party Subgrantees (subcontractors) for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, but at no more than a maximum of 48 hours notice, at any time during the term of this Contract. Federal regulations can be found within the Super Circular 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, an electronic version can be found at www.ecfr.gov. State regulations and guidance can be found on the Online Directives Information System (ODIS), www.odis.dhs.ga.gov. When not specifically addressed within ODIS, Federal regulations should be followed. Any deviation from these regulations must be approved by the CSRA RC and/or the State Department of Human Services in writing prior to the deviation occurring. The Subgrantee agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities





or materials relevant to or pertaining to this Contract. The Department and/or CSRA RC will provide the Subgrantee with a report of any findings and recommendations and may require the Subgrantee to develop corrective action plans or reimburse for costs identified as unallowable as appropriate. Such corrective action plans may include requiring the Subgrantee to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department and/or CSRA RC.

The Central Savannah River Area Regional Commission's Board of Directors has established the following sanctions for any violations of this section of the contract:

"If at any time an official representative of the CSRA RC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the CSRA RC will withhold any pending and/or future payments for services rendered until such time that the information is presented."

10. General

- (a) The Subgrantee agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). CSRA RC shall determine the appropriateness and application of such terms, provisions, and conditions. The Subgrantee also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by CSRA RC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, 45 CFR 202, 2 CFR Part 200 or ODIS as appropriate.
- (b) The Subgrantee agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the Subgrantee agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;
 - (2) remove individual and social barriers to economic and personal independence; and
 - (3) provide specified services to eligible individuals who reside within the planning area, with greatest social need being determined by advanced age (75 years or more);
 - (4) transport those deemed in need to scheduled sites.





11. **Subgrantee's Personnel** The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of CSRA RC.
12. **Standards for Service Performance**
- (a) The Subgrantee shall perform all services in accordance with the definitions cited in Attachment "A" and as further defined in relevant notices issued by CSRA RC, or through CSRA RC from the Georgia Department of Human Services or the Administration on Aging, U.S. Department of Health and Human Services.
 - (b) The Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served will be made without prior written approval of CSRA RC as provided in the Paragraph titled "**Amendments**" below.
 - (c) The Subgrantee acknowledges that CSRA RC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive services and nutrition services to the elderly within the planning area pursuant to the Older Americans Act of 1965 and the Community Care Act of 1985, as amended. Subgrantee further acknowledges that the services provided herein may be included in the Area Plan and that the Area Plan may, from time-to-time, be amended to reflect changes in services, service delivery methods, vendors, subgrantees, and/or subcontractors. Subgrantee acknowledges that inclusion in the Area Plan does not constitute a contract or agreement for the delivery of services within the period of time covered by the Area Plan. Copies of the plan are maintained on file at the CSRA RC.
 - (d) The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.
 - (e) The Subgrantee acknowledges that the CSRA RC Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with other CSRA RC contracted service providers to the fullest extent possible and in a manner satisfactory to CSRA RC.
 - (f) Supportive services and nutrition services, if any, included in this contract, are aggregated into defined sub-elements. Descriptions of these sub-elements are on file at CSRA RC and are incorporated herein by reference. The service standards listed in Attachment A wherefore shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.
13. **Termination of Services to Clients** The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The Subgrantee shall have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at CSRA RC and available from CSRA RC upon written request.





14. **Reports** The Subgrantee shall furnish CSRA RC with monthly program performance reports, in such form as may be specified by CSRA RC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to CSRA RC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or CSRA RC holiday, the next CSRA RC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced** The Subgrantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of CSRA RC upon termination or completion of the work. CSRA RC shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its fourth party Subgrantees. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to CSRA RC.
16. **CSRA RC'S Right to Suspend Contract** The CSRA RC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the CSRA RC that the Subgrantee is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CSRA RC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the CSRA RC.
17. **Cooperation in Transition of Services** The Subgrantee agrees upon termination of this contract, in whole or in part, for any reason that the Subgrantee will cooperate as requested by the CSRA RC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CSRA RC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CSRA RC. Subgrantee further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the Subgrantee to the CSRA RC immediately and shall become the property of the CSRA RC in addition to any other remedy afforded the CSRA RC hereunder or by law. Failure to cooperate in the transition of services will result in the Subgrantee becoming an ineligible contractor/Subgrantee for a period of three (3) years from the end of this contract period.
18. **Force Majeure** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work





performed by any fourth party Subgrantees. If the services to be provided to the CSRA RC are interrupted by a force majeure event, the CSRA RC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

19. **Publicity**

- A. Subgrantees must ensure that any publicity given to the program or services provided herein identify the CSRA RC and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Subgrantee. Prior approval for the materials must be received in writing from the CSRA RC and/or DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the Subgrantee shall not display the CSRA RC or DHS's name or logo in any manner, including, but not limited to, display on Subgrantee's letterhead or physical plant, without the prior written authorization of the Executive Director of the CSRA RC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the Subgrantee is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the Subgrantee shall not display the Department's name or logo in any manner, including, but not limited to, display on Subgrantee's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

20. **Inventions, Patents, Copyrights, Intangible Property and Publications** The Subgrantee agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the CSRA RC. The CSRA RC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The CSRA RC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights Except as otherwise provided in the terms and conditions of this contract, the author or the CSRA RC or DHS is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the CSRA RC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, CSRA RC, and/or departmental purposes.

Publications All publications, including pamphlets, art work, and reports shall be submitted to the CSRA RC on disk or electronically.





21. **Financial Management System** Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70, 2 CFR 200, or ODIS as appropriate. In addition, the Subgrantee agrees to accurately maintain its financial records for each cost center as specified in Attachment C in such form and utilizing such procedures as CSRA RC or the funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee.

This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Department of Health and Human Services adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, and has codified the text, with HHS-specific amendments in 45 CFR part 75.

22. **Employee's Rate of Compensation** The rate of compensation for work performed under this program by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports** In addition to other records required by this contract, the Subgrantee agrees to provide to CSRA RC such additional financial reports in such form and frequency as CSRA RC may require in order to meet the CSRA RC's requirements for reporting to funding agencies.
24. **Audits** Subgrantees that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR Part 200, Subpart F, Audit Requirements. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Subgrantees expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that year** in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Subgrantees expending at least \$25,000 but less than \$100,000 in State funds during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The Subgrantee further agrees to submit the required audit or financial statement, within 180 days after the close of the Subgrantee's fiscal year to:

Amy DeVries





*Director of Finances
3626 Walton Way Ext, Suite 1
Augusta, GA 30909-6421*

Effective July 1, 2005, the Central Savannah River Area Regional Commission's Board of Directors has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the CSRA RC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive CSRA RC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the CSRA RC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the CSRA RC's Board of Directors with the Contractor's auditor present.

Reinstatement of payments to Subgrantees who have been sanctioned as denoted above must be approved by the RC's Board of Directors at the next regularly scheduled meeting of the Commission.

25. **Interest of Subgrantee** The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents; employees or fourth party Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, fourth party Subgrantees or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of CSRA RC, and if CSRA RC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
26. **Interest of Members of CSRA RC and Others** No officer, member or employee of CSRA RC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of CSRA RC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Services) and (2) Congress of the United States of





America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.

28. **Restrictions on Hiring of CSRA RC Employees** The Subgrantee and any associated fourth party Subgrantees shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the CSRA RC within a twelve (12) month period after the termination date of this contract. Further, any former CSRA RC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the CSRA RC Executive Director. Subgrantee violation of this restriction shall be grounds for contract termination.

29. **Project Administration**

- (a) The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to CSRA RC's satisfaction.
- (b) The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
- (c) The Subgrantee agrees to administer the program in a manner satisfactory to CSRA RC and in accordance with relevant procedures, as determined by CSRA RC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202, 2 CFR 200, ODIS as appropriate).
- (d) The Subgrantee shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and it's above, described property, as well as its employees, agents and volunteers (attachment at the end of contract).

30. **Subcontracts** Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:

- (a) The Subgrantee agrees that the selection of fourth party Subgrantees requires competition between potential fourth party Subgrantees pursuant to 45 CFR 74, 2 CFR 200, or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party Subgrantee to applicable terms and conditions of this (third party) contract between CSRA RC and the Subgrantee.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written CSRA RC approval prior to execution. CSRA RC approval shall not be unreasonably withheld.





- (d) A copy of all fourth party contracts shall be on file at the Subgrantee's office and available for review by CSRA RC monitors upon request.
- (e) The Subgrantee will be responsible for the performance and monitoring both fiscally and programmatically of any fourth party Subgrantees to whom any duties are delegated under any provision of this contract.
- (f) The Subgrantee agrees to reimburse the CSRA RC for any federal or state audit disallowances arising from a fourth party Subgrantees's performance or non-performance of duties under this contract, which are delegated to the fourth party Subgrantees.
- (g) If the Subgrantee subcontracts for the provision of any deliverables pursuant to this contract, the Subgrantee agrees to include the following in each subcontract:
 - 1. Stipulations that the fourth party Subgrantees is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 - 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The Subgrantee shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party Subgrantees who fails to adhere to the contract requirements. The Subgrantee's failure to proceed against a fourth party Subgrantees will constitute a separate breach by the Subgrantee in which case the CSRA RC may pursue appropriate remedies as a result of such breach.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner as determined by CSRA RC, may at CSRA RC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

- 31. **Assignability** The Subgrantee shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of CSRA RC.
- 32. **Amendments** The CSRA RC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Only the CSRA RC's Executive Director may execute amendments to this contract on behalf of the CSRA RC.
- 33. **Disputes and Appeals** The CSRA RC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the CSRA RC's Executive Director in writing via certified mail, return-receipt requested. The CSRA RC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the Subgrantee within ten (10) business days after receipt of the question. The Subgrantee agrees that the decision of CSRA RC's Executive Director shall be final and





conclusive unless, within ten (10) days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to CSRA RC's Board of Directors, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the CSRA RC's Board of Directors at 3626 Walton Way Ext, Suite 1, Augusta, GA 30909. Both the Subgrantee and CSRA RC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the CSRA RC's Board of Directors shall render its decision concerning the question of fact in writing to the Subgrantee and to CSRA RC's Executive Director.

Pending final decision of an appeal to the CSRA RC's Board of Directors, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with CSRA's Board of Director's decision.

The Subgrantee agrees that the decision of the CSRA RC's Board of Directors concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the CSRA RC's Board of Directors will reconsider its decision at the next regularly scheduled meeting of the CSRA RC Commission. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances** The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and OMB Supercircular, as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the Subgrantee gives assurance and certifies with respect to this purchase of service agreement that:

(a) For all purchase of service agreements:

- (1) It possesses legal authority to apply for this purchase of service agreement, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon CSRA RC's approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be executed from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures





necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party Subgrantees, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified fourth party Subgrantees are selected, and that qualified employees are treated fairly during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the Subgrantee has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the Subgrantee as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the Subgrantee certifies that: (A) It has developed a written Affirmative Action Program (AAP) which includes: an analysis of the Subgrantee's work forces showing by job category the extent to which minorities and females are being underutilized, and where minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The Subgrantee agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Subgrantee shall in all solicitations or advertisements for fourth party Subgrantees or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party Subgrantees, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as CSRA RC or the funding agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as CSRA RC or the funding agencies may issue to implement the requirements of this paragraph.





- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with CSRA RC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through CSRA RC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through CSRA RC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by CSRA RC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) For purchase of service agreements involving Federal financial assistance for construction, it will make certain that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the fund agencies, through CSRA RC, of the receipt of any communication from the Director of the EPA office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by EPA.
- (9) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.





- (10) The Subgrantee agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The Subgrantee agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards** The Subgrantee agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CSRA RC during the term of this contract and all previous contracts is property of the CSRA RC and is subject to the rules and regulations of the CSRA RC throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the CSRA RC.
- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services' DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. Subgrantee understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing (attachment at the end of contract), within 30 days after acquisition of such property, to the CSRA RC as indicated below:

CSRA Regional Commission
Attn: Property Control
3626 Walton Way Ext, Suite 1
Augusta, GA 30909
- D. In the event this contract is terminated prior to expiration or is not renewed, Subgrantee agrees to properly dispose of all CSRA RC property as follows:
 1. Prepare Form 5086, Equipment Status Change form (attachment at the end of contract), listing all CSRA RC equipment in the Subgrantee's possession and send this form to the CSRA RC for final disposal determination.
 2. Upon notification by the CSRA RC, Subgrantee agrees to transport the RC's property to the CSRA RC's facility. Expenses incurred by the Subgrantee in transporting this equipment may be charged to the terminated contract.





36. **Federal Prohibitions and Requirements Related to Lobbying** Pursuant to Section 1352 of Public Law 101-221, the Subgrantee agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subgrantee shall file with CSRA RC a signed "Certification Regarding Lobbying."
- (c) 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 the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Subgrantee under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative





agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.
38. **Compliance with Requirements of the Georgia Department of Human Services (DHS)** The Subgrantee shall be bound by the applicable terms and conditions of the purchase of service contract between CSRA RC and DHS, which is on file in the offices of CSRA RC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the Subgrantee agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from CSRA RC.
39. **Documentation of Rent Costs** All Subgrantee budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).

Public facility maintenance in lieu of rent budgeted by the Subgrantee will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Supercircular.

40. **Criminal Records Investigation**
- (a) The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. In order to initiate this requirement, the Department will provide forms, which will include the required data from the applicant. The Subgrantee agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said Center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations.
- (b) After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Department will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Department, the Subgrantee will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.





- (c) The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by the Department or to personal care homes required to be licensed, permitted, or registered by the Department.

41. **Other Requirements** In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, 45 CFR 92, 2 CFR 200, or ODIS as appropriate.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by CSRA RC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by CSRA RC, the Subgrantee shall reimburse CSRA RC in full for any payment made by CSRA RC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations** The Subgrantee understands that the State of Georgia's Department of Human Services' Division of Aging Services (the Department) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, the Department will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. The Department will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **CSRA RC Ethics Hotline** The Central Savannah River Area Regional Commission has initiated and established an ethics hotline. All recipients of subgrants, contracts, subcontracts, and/or cooperative agreements are required to take proactive steps to ensure that employees within their agencies are aware of the CSRA RC's ethics hotline. To this end, the subgrantee must provide its employees with a copy of the CSRA RC's ethics hotline information brochure and each employee must sign an acknowledgement that the information has been provided to him/her. Copies of all acknowledgements must be maintained in the records associated with this agreement and are subject to review by the CSRA RC at all times.

44. **Termination**





- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources for payments to the CSRA RC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately be suspended until further modification from the CSRA RC without further obligation of the CSRA RC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the CSRA RC for failure of the Subgrantee to perform any of the provisions hereof. Should the CSRA RC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Subgrantee shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. **For Convenience of the Subgrantee.** This contract may be cancelled or terminated by the Subgrantee without cause; however, the Subgrantee must give written notice of its intention to do so to the CSRA RC at least ninety (90) days prior to the effective date of cancellation or termination.
- D. **For Convenience of CSRA RC.** This contract may be cancelled or terminated by the CSRA RC without cause; however, the CSRA RC must give written notice of its intention to do so to the Subgrantee at least thirty (30) days prior to the effective date of cancellation or termination.
- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. Subgrantee becomes insolvent or liquidation or dissolution or a sale of the Subgrantee's assets begins.
 2. Subgrantee or any of its subgrantees violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. Subgrantee or any of its subgrantees knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the CSRA RC or the Department of Human Services or to the CSRA RC or DHS's representatives.
 4. Subgrantee has exhibited an inability to meet its financial or services obligations.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the Subgrantee under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 6. An assignment is made by the Subgrantee for the benefit of creditors.





7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Subgrantee.
 8. The CSRA RC deems that such termination is necessary if the Subgrantee or any fourth party Subgrantees fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the CSRA RC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the CSRA RC by consent, issues an order or decision that causes or determines the contract to be rendered voidable or null and void and/or prohibits the CSRA RC from contracting with the Subgrantee, or otherwise invalidates the procurement process and/or the contractual relationship with the Subgrantee.
 10. Subgrantee is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
45. **Subgrantee/Fourth-Party License Requirements** The Subgrantee agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The Subgrantee is responsible to ensure that fourth party (sub-subgrantees) contractors are appropriately licensed. The Subgrantee agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
46. **AIDS Policy** Subgrantee agrees, as a condition to provision of services to the CSRA RC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the Subgrantee is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

47. **Indemnification of CSRA RC** Subgrantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, the Central Savannah River Area Regional Commission and the Central Savannah River Area Regional Commission's Area Agency on Aging, their officers





and employees (collectively “indemnitees”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Subgrantee, its agents, employees, fourth party Subgrantees, or others working at the direction of Subgrantee or on Subgrantee’s behalf: or due to any breach of this Contract by Subgrantee; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the Subgrantee, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Subgrantee.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the Subgrantee agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Subgrantee and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

Subgrantee shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

48. **Conformance of Agreement with the Law** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
49. **Enforcement** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Richmond County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.





IN WITNESS WHEREOF, the Subgrantee and the CSRA RC have executed this agreement as of the day first above written.

ATTEST:

Augusta, GA, a political sub-division of the State of Georgia

Address for Official Notices:

Garrett Johnson, Mayor

535 Telfair Street

Augusta, Georgia 30901

By: _____

Mayor

Title

DATE _____

ATTEST:

CSRA REGIONAL COMMISSION

3626 Walton Way Ext, Suite 1

Augusta, Georgia 30909-6421

By: _____

Executive Director

DATE _____





Attachment A

Area Plan Budget Provider Service Detail





Program and Service Performance Requirements

Augusta, Georgia, a political sub-division of the State of Georgia

- I. General: The work to be accomplished by the subgrantee is in support of the following CSRA RC work program components, hereinafter referred to as “Cost center (s)”.

Cost Center No.
24-08-0089

Cost Center Title
Congregate Meals
Home-delivered Meals

Contract Units

Persons Served

Congregate Meals –49,443– T3C1	265
Home-delivered Meals – 29,954– T3C2	168
Home-delivered Meals – 2,946– NSI-SSBG	18
Home-delivered Meals – 17,458– NSI-State	115

The subgrantee’s monthly program performance reports will separately detail
Progress made relative to each CSRA RC cost center.

- II. Area Covered: The subgrantee shall perform all the services provided for under this contract within and respecting the following geographic area, herein called the “service delivery area.”

Richmond County

- III. The subgrantee will access Georgia’s ADRC/5020 Aging and Disability Resource Connection Administrative Guidelines and Requirements on the On-line Directives Information System (ODIS) at <http://www.odis.dhr.state.ga.us> for compliance and technical assistance issues.
- IV. Mandatory Trainings and Meetings – The Subgrantee will be responsible for attending all training(s) and meeting(s) mandated by the Division of Aging Services or the CSRARCAAA. Therefore, should the Subgrantee be unable to attend the training or meeting, he or she may send a staff member if all staff is not mandated to attend.

Augusta Parks & Recreation Department
Director Maurice McDowell
2027 Lumpkin Road
Augusta, Georgia 30906





////////////////////////////////////

////////////////////////////////////

THIS SPACE LEFT INTENTIONALLY BLANK

////////////////////////////////////

////////////////////////////////////





SECTION FOUR

Work Services: As a provider under this agreement, the Subgrantee shall be responsible for the following general activities:

1. The Subgrantee shall submit quarterly narrative reports that document efforts to develop new sources of community support, both public and private, during the agreement period. Reports are due on the 10th of the succeeding month.
2. The Subgrantee shall attend all regularly scheduled and/or called CSRA RC-sponsored meetings and training sessions.
3. The Subgrantee shall be responsible for developing, maintaining, and fulfilling all written working agreements called for in each cost center.
4. The Subgrantee shall maintain and distribute an updated agency brochure describing available services within its service area. In addition, the Subgrantee shall develop and implement publication strategies that foster high visibility and promote positive public awareness of the aging program and issues facing older adults.
5. The Subgrantee shall encourage and document efforts to generate the program income budgeted in each sub-element.
6. The Subgrantee shall implement the automated client tracking system and shall do so consistent with the policies and procedures promulgated by the Division of Aging Services for MIS or CSRA RC.
7. The Subgrantee shall notify CSRA RC promptly of any changes in service delivery, organization or sites.
8. The Subgrantee shall do, perform, and carry out, in a satisfactory manner, as determined by CSRA RC's cognizant department director, the goals and objectives required to fulfill this agreement.
9. The Subgrantee shall implement customer satisfaction feedback and provide annual evaluations. The Subgrantee shall do, perform, and carry out, in a satisfactory manner, as determined by CSRA RC's cognizant department director, the following specific work and services.





////////////////////////////////////

////////////////////////////////////

THIS SPACE LEFT INTENTIONALLY BLANK

////////////////////////////////////

////////////////////////////////////





ATTACHMENT B PROGRAM AND SERVICE REPORTING REQUIREMENTS

Reporting Requirements: As a provider under this contract, the Subgrantee shall be responsible for implementing the following reporting requirements.

I. Intake, Assessment and Record Maintenance Basics for All Non-Medicaid Clients

- 1.1 The Title III-SSBG Operations Manual is superseded in part by these policies and procedures.
- 1.2 Basic intake and assessment information for all new clients entering the service delivery system shall be gathered using the following forms:
 - a. Basic demographics
 - b. DON-R-
 - c. The NSI "DETERMINE" Checklist
 - d. <http://odis.dhs.ga.gov>
- 1.3 The same information shall be gathered *for all ongoing clients, at the time of annual individual reassessment*, and changes to these client files are to be entered in the WellSky database as reassessments are completed.
- 1.4 Provider or AAA staff responsible for preparing individual client service plans shall continue to use approved service plan forms until further notice.
- 1.5 Provider or AAA staff responsible for preparing client notification forms shall continue to use approved forms until further notice.
- 1.6 Staff shall continue to include narrative entries in client records using approved documentation formats.
- 1.7 Clients receiving HCBS home care services must come through the ADRC for an initial screening and assessment by the AAA staff. In cases where subcontractors are authorized to admit clients directly, a comprehensive assessment utilizing the Determination of Need-Revised (DON-R) and the Nutritional Screening Initiative (NSI) must be performed at the provider level in accordance with Policy 114 Guideline and Requirements for Client Assessment. Refer to the Georgia Department of Human Services' Division of Aging Services Division of Aging Services' Requirements for Non-Medicaid and Community Based Services. In case where the client is served by more than one agency/organization, the AAA will designate which provider will be responsible for conducting reassessments and making appropriate referrals. Providers are expected to review WellSky reports and records to ensure effective coordination of services.

II. Basic Demographics





2.1 All affected providers, and/or Area Agencies will use the Client Intake, Registration and Tracking Form to collect, record and enter into WellSky certain basic individual client data.

2.2 **Complete all** data elements:

2.3 When form is to be completed or information is to be updated:

- (a) For all new clients being registered with WellSky
- (b) At the time of the first or subsequent annual reassessment for ongoing clients
- (c) At any time that there is a change in any of the required data for any client

2.4 Retention and distribution of the form:

- (a) Keep the original form completed for initial registration of the client in the client record.
- (b) Provide a copy of the original form, and of any updated information, to the data entry staff for processing.
- (c) If adding or changing information after initial registration, complete a new form if necessary, or add or change the information (suggestion: Use a 'highlighter' marker to enter changes on the data entry copy.) Retain the original in the client record.

III. **Determination of Need (DON-R)**

3.1 When form is completed:

- (a) All affected providers of Non-Medicaid Home and Community Based Services, regardless of fund source, or Area Agencies, will complete the DON-R for all clients applying for services, including those who will be placed on a waiting list.
- (b) At the time of first reassessment following implementation for each ongoing client.
- (c) At any time that there is a significant change in any client's situation which affects functional status and the need for services.

3.2 Use of information

- (a) The information from the DON-R, along with information captured on Poverty Level and the NSI "DETERMINE" Checklist, will evaluate the client's priority





for receiving services.

- (b) Clients at or below poverty, with significant impairments in ADLs and IADLs, and with Nutrition Risk Scores of 6 or higher, shall be given preference for services.
- (c) Ongoing clients shall be reassessed at the annual review date and decisions regarding continued service needs will be based on this reassessment, using the same criteria as in III.2 (b), in conjunction with other significant information about the client's situation and need for support.

IV. Nutrition Screening Initiative "DETERMINE" Checklist

- 4.1 The NSI "DETERMINE" Checklist shall be used to determine nutritional risk status for each client applying for non-Medicaid home and community based services.
- 4.2 The initial NSI Checklist Score shall auto populate into WellSky.
- 4.3 For each client who begins receiving nutrition services, either at home or in a congregate setting, the NSI "DETERMINE" Checklist will be administered again within the first three months of service. *This score, whether the same or different, shall auto populate in WellSky.*
- 4.4 *Baseline NSI "DETERMINE" Checklist Scores shall be determined for all current nutrition service clients and recipients of homemaker, in-home respite, and adult day health services (regardless of fund source) at the time of the next scheduled reassessment.*
- 4.5 The risk status for all clients in the specified services shall be tracked for the duration of their participation in the service program using the on an annual review basis.
- 4.6 Wherever feasible, nutrition service applicants/participants with risk scores of 6 or higher shall be referred for additional individualized nutrition screening (Level I Screening) and counseling by a registered dietician.





////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

THIS SPACE LEFT INTENTIONALLY BLANK

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////

////////////////////////////////////



**ATTACHMENT C – COST AND FINANCIAL REPORTING REQUIREMENTS**

- I. **Compensation** The compensation is shown by cost center and resource category on the Distribution of Resource, Supplemental Fiscal Year exhibit and on the following individual cost center pages, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes. The maximum amount of CSRA RC's compensation to the Subgrantee by cost center is equal to the total federal and state funds as outlined in Section I of this agreement.

The Subgrantee's request for payment described in the "**Method of Payment**" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total payments under each service exceed the maximum amounts listed on the "Distribution of Resources" exhibit, nor shall CSRA RC's payment to the Subgrantee exceed the total federal and state funds as outlined in Section I of this agreement.

Any deviation from or changes to the approved budget shall be handled as follows:

- A. Deviations between Expenditure Object Class Categories (except FOOD or EQUIPMENT) within the same service are permitted if the cumulative absolute total of such transfers does not exceed ten (10) percent of the total amount for that service shown on individual cost center pages. Subgrantee must promptly submit written notice of such deviation to CSRA RC. No deviation in the FOOD or EQUIPMENT Expenditure Object Class Categories is permitted, under this ten percent provision.
- B. If the Subgrantee's proposed deviations exceed the tolerances identified in A. above, or if transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the Subgrantee, approved by CSRA RC, and executed by both parties.

- II. **Matching-Share** In addition to the requirements specified herein, the Subgrantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allow ability of non-federal contributions by the Subgrantee or other non-federal parties in satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.

The Subgrantee further agrees that if non-federal contributions provided by the Subgrantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by CSRA RC, the funding agencies, the Comptroller General of the United States, or any of their duly sworn representatives, then, upon written demand by CSRA RC, the Subgrantee shall, within thirty (30) calendar days of receipt of such written demand, reimburse CSRA RC the amount of compensation previously paid by CSRA RC to the Subgrantee that became unearned because of such disallowance.

- III. **Program Income** Program income, as defined in 4 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s) or person(s) on behalf of a particular participant(s) of the program during the period of this subgrant contract. Expenditure of this





resource is limited to funds actually received, up to the amount shown on the "Distribution of Resources" exhibit. If program income is generated in excess of the amount shown on the "Distribution of Resources" exhibit, a contract amendment executed by both parties is required prior to expenditure.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

V. **General**

- A. The Subgrantee agrees that the "year to date" percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.
- B. The Subgrantee agrees that Match and Program Income collected shall be expended monthly or at intervals, such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III; and 12 percent match to 88 percent state and federal funds in SSBG).
- C. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for Title III, as appropriate, which represents 10 percent of the total cost of this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.
- D. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for SSBG, which represents 12 percent of the total cost of this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement. The Subgrantee agrees that CSRA RC may withhold reimbursement if compliance is not maintained with A., B., and C. above or if satisfactory explanations are not provided regarding the provision of units of service and dollars expended.





BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this 1st day of July 2023 (hereinafter the “Effective Date”) is made and entered into by and between the Central Savannah River Area Regional Commission (hereinafter referred to as “CSRA RC”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, CSRA RC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information (“PHI OR PII”) protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSRA RC and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI OR PII or Personally Identifiable Information (PII)¹ only to the extent necessary to meet its

¹ **Personally Identifiable Information (PII)** as defined in O.C.G.A. § 10-1-911(6) includes:

...(6) “Personal information” means an individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:

(A) Social security number;

(B) Driver’s license number or state identification card number;

(C) Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;

(D) Account passwords or personal identification numbers or other access codes; or

(E) Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual’s first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.

The term “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.



responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by CSRA RC. Furthermore, except as otherwise limited in this Agreement, Contractor may:

- A. Use PHI OR PII or PII for internal quality control and auditing purposes.
 - B. Use or disclose PHI OR PII or PII as Required by Law.
 - C. After providing written notification to CSRA RC's HIPAA officer, Debra Minor, use PHI OR PII to make a report to a health oversight agency authorized by law to investigate CSRA RC (or otherwise oversee the conduct or conditions of the CSRA RC) about any CSRA RC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j) (1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to CSRA's Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate CSRA.
 - D. Use and disclose PHI OR PII or PII to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by CSRA RC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
- 3. Subcontractor warrants that only individuals designated by title or name on Attachments L-1 will request PHI OR PII from CSRA RC or access CSRA RC PHI OR PII or PII in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 - 4. Subcontractor warrants that the individuals listed by title on Attachment L-1 require access to PHI OR PII in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI OR PII or PII by individuals not described on Attachment L -1 are impermissible.
 - 5. Subcontractor warrants that the individuals listed by name on Attachment L-1 require access to a CSRA RC information system in order to perform services under the Contract. Contractor agrees to notify the HIPAA Officer and the Contracts' Manager named on the following page immediately, but at least within 24 hours, of any change in the need for the Department of Human Services (DHS) information system access by any individual listed on Attachment-1. Any failure to report a change within the 24-hour period will be considered a security incident and may be reported to Contractor's HIPAA officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 - 6. Subcontractor agrees that it is a Business Associate to CSRA RC as a result of the Contract and warrants to CSRA RC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with
-



these requirements. Contractor further warrants to CSRA RC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to CSRA RC upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following HIPAA Officer and Contracts' Manager:

- A. At CSRA RC: Debra Minor
CSRA's HIPAA Privacy Officer
dminor@csrarc.ga.gov
706-210-2023
- Jackie Harris, Director
CSRA Area Agency on Aging
- B. At Contractor: Mayor Garnett Johnson
Augusta-Richmond County, GA

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI OR PII or PII other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI OR PII or PII other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI OR PII to the individuals listed on Attachment L -1 as amended from time to time, and shall implement encryption of all electronic PHI OR PII or PII during transmission and at rest.



- E. Upon CSRA RC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI OR PII, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Subcontractor from a use or disclosure of PHI OR PII by Subcontractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Subcontractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI OR PII are contractually obligated to comply with at least the same obligations that apply to Subcontractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI OR PII OR PII, that are applicable to Subcontractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to CSRA RC any use or disclosure of PHI OR PII that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. The unintentional acquisition, access, or use of PHI OR PII by a workforce member of Subcontractor acting under the authority of Subcontractor, so long as the PHI OR PII or PII is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. The inadvertent disclosure of PHI OR PII from a person designated in L-1 as authorized to access CSRARC PHI OR PII to a workforce member of Subcontractor who is not designated in L -1, but is authorized to access other Protected Health Information maintained by Subcontractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to CSRARC in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Subcontractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Subcontractor discovered the incident;



- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Subcontractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the CSRA RC HIPAA Privacy Officer, Subcontractor agrees to make a complete report to the CSRA RC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the CSRA RC, Subcontractor agrees to implement the corrective action plan and provide proof of implementation to the CSRA RC within five (5) business days of CSRA RC's request for proof of implementation.

- J. Report to the CSRA RC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI OR PII or interference with system operations in Subcontractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI OR PII not permitted by this Agreement, Subcontractor shall also make a report of the impermissible use or disclosure as described above. Subcontractor agrees to make a complete report to the CSRA RC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI OR PII from similar security incidents in the future. Upon CSRA RC's approval of Contractor's corrective action plan, Subcontractor agrees to implement the corrective action plan and provide proof of implementation to the CSRA RC.
- K. Upon CSRA RC's reasonable request and not more frequently than once per quarter, report to the CSRA RC Agency HIPAA Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI OR PII or (B) attempted (but unsuccessful) interference with system operations in Subcontractor's information systems. The subcontractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine



attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L. Cooperate with CSRA RC and provide assistance necessary for CSRA RC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Subcontractor agrees to assist CSRA RC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Subcontractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws during this Contract. Contractor warrants that it will cooperate with CSRA RC, including cooperation with CSRA RC HIPAA privacy officer and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If CSRA RC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI OR PII or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of CSRA RC, after the notifications are approved by the CSRA RC. Subcontractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that CSRA RC determines a Breach has occurred, without unreasonable delay, and in any event, no later than thirty (30) calendar days after Discovery, Contractor shall provide the CSRA RC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining CSRA RC's approval of the notification letter.

- N. Make any amendment(s) to PHI OR PII in a Designated Record Set that CSRA RC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of CSRA RC. Contractor also agrees to provide CSRA RC with written confirmation of the amendment in such format and within such time as CSRA RC may require.
- O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following CSRA RC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the CSRA RC, provide CSRA RC access to the PHI OR PII in an individual's Designated Record Set. However, if requested by CSRA RC, Contractor shall provide access to the PHI OR PII in a Designated Record Set directly to the individual to whom such information relates.



- P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI OR PII for or on behalf of CSRA RC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q. Document all disclosures of PHI OR PII and information related to such disclosures as would be required for CSRA RC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI OR PII in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the CSRA RC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI OR PII regarding an Individual to CSRA RC. If requested by CSRA RC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the CSRA RC upon request.
- R. In addition to any indemnification provisions in the Contract, indemnify the CSRA RC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on CSRA RC.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. CSRA RC agrees that it will:

- A. Notify Contractor of any new limitation in CSRA's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, CSRA determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI OR PII.



- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for CSRA to use or disclose PHI OR PII to the extent that CSRA determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI OR PII.
 - C. Notify Contractor of any restriction regarding its use or disclosure of PHI OR PII that CSRA has agreed to in accordance with the Privacy Rule if, and to the extent that, CSRA determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI OR PII.
 - D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI OR PII, CSRA RC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by CSRA RC of a written cost estimate, CSRA RC agrees to assume all costs incurred by Contractor in compliance with such special requests.
10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI OR PII provided by CSRA RC to Contractor, or created or received by Contractor on behalf of CSRA RC, is destroyed or returned to CSRA RC, or, if it is infeasible to return or destroy PHI OR PII, protections are extended to such information, in accordance with the termination provisions in this section.
- A. **Termination for Cause.** Upon CSRA RC's knowledge of a material breach of this Agreement by Contractor, CSRA RC shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by CSRA RC;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days notice; or
 - iii. If neither termination nor cure is feasible, CSRA RC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
 - B. **Effect of Termination.**
 - i. Upon termination of this Agreement, for any reason, CSRA RC and Contractor shall determine whether return of PHI OR PII is feasible. If return of the PHI OR PII is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI OR PII for so long as the Contractor maintains the PHI OR PII and shall limit the use and disclosure of the PHI OR PII to those purposes that made return or destruction of the PHI OR PII infeasible. If at any time it becomes feasible to return or destroy any such PHI OR PII maintained pursuant to this paragraph, Contractor must notify CSRA



RC and obtain instructions from CSRA RC for either the return or destruction of the PHI OR PII.

- ii. Contractor agrees that it will limit its further use or disclosure of PHI OR PII only to those purposes CSRA RC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI OR PII , and will take such additional actions as CSRA may require for the protection of patient privacy and the safeguarding, security and protection of such PHI OR PII .

- iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit CSRA RC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI OR PII than those of the HIPAA Privacy Rule.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)



IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

CONTRACTOR

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract



ATTACHMENT L-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI OR PII

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Transfers of PHI OR PII must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI OR PII between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to DHS Project Leader Contact.

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI OR PII

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information for Contractor to perform the services described in the Contract:

[illegible]



The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator raking@dhr.state.ga.us and mdhart@dhr.state.ga.us immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.