

Contract # 2024-08

STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission

Project: Operation of a Senior Center with
Congregate and Home Delivered Meals

Contract Period: July 1, 2023, through June 30, 2024

Physical Address: Effingham County Commission
804 South Laurel St.
Springfield, GA 31329

Mailing Address: Effingham County Commission
804 South Laurel St.
Springfield, GA 31329

Financial Contact: Thomas J. Kilmartin, Finance Director
804 South Laurel St.
Springfield, GA 31329
(912) 754-2143

Programmatic Contact: Theresa Johnson
Effingham County Senior Center
128 New Stillwell Road
Springfield, GA 31329
(912) 754-2138
(912) 754-2152 (FAX)

7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.
8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown bag" seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.
9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.
10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.
11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.
12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center
13. To serve **15,235 home delivered meals** (units) in Effingham County annually.
14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly

C. Population to be Served

While there are exceptions, congregate and home delivered meals participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Home delivered meals participants must also have functional impairments that prevent them from participating in a congregate meals program, or be responsible for the care of a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).

trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

Home delivered meals must be delivered 250 days per year, and congregate services must be provided 250 days per year. Non-delivery due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbeques, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

H. ADRC as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the single point of entry for aging programs, including congregate and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA's Aging Disability Resource Connection (ADRC) intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA ADRC within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where ADRC staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA ADRC staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the DAS Data System (DDS). In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA ADRC office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.

- g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.
- h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

L. Site Council

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

M. Availability of Technical Assistance

The Coastal Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA's Nutrition and Wellness Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The Effingham County Commission is a branch of the County government. The County Administrator is responsible for the overall performance of the project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

F. Person(s) Authorized to Sign Monthly Reports (Invoices)

The following person(s) are authorized to sign the Monthly Report Form:

Typed or Printed Name	Title	Signature

Typed or Printed Name	Title	Signature

Typed or Printed Name	Title	Signature

**OFFICE OF AGING
DEPARTMENT OF HUMAN SERVICES
OLDER AMERICANS ACT
HEARING PROCEDURES**

I. PURPOSE

The purpose of these procedures is to establish a hearing mechanism in compliance with Title III of the Older Americans Act of 1965, as amended, and its implementing regulations.

II. AUTHORITY

Older Americans Act of 1965, as amended, (Section 307 [a][5]); 42 USC 3027 (a)(5); 45 CFR PART 1321; O.C.G.A. Section 49-6-2; DHR Rules Chapter 290-1-1; or their successors.

III. DEFINITIONS

1. "Grant" means an award of funds from a federal agency to the State Unit of Aging. Subsequent awards below the State Unit on Aging level (grantee level) are referred to in both federal legislation and regulation as a "subgrant" and the recipient as the "subgrantee." The Department of Human Services, Office of Aging utilizes a formal contract to authorize others to provide actual services to clients, and requires its contractors to utilize a formal subcontract to authorize others to provide any services to clients. The Office of Aging also requires that any subcontractual relationships be indicated in the Area Plan on Aging.

For the purposes of this Hearing Procedure:

- A. The terms "contract" or "contractor" shall mean the Area Agency on Aging (AAA) having a direct contractual relationship with the Office of Aging.
 - B. "Subcontractor" shall mean an entity authorized by subcontract with the AAA or another service provider to provide services to older Georgians funded through a subgrant (subcontract) under the AAA's plan as defined in 45 CFR Part 1321.3 with the express approval of the Area Agency on Aging and/or the Office of Aging through the approved Area Plan on Aging.
2. "Service Provider" means the entity that is awarded a subcontract from an AAA to provide services to older Georgians under the Area Agency on Aging's Area Plan on Aging as defined in 45 CFR Part 1321.3

For purpose of these Hearing Procedures, "Service Provider" shall also mean, an entity:

- A. Which has been awarded a contract from the AAA to provide services; or,
- B. Which has been awarded a subcontract from a primary service provider (AAA contractor) to provide services as approved by the AAA, to older Georgians under the Area Agency on Aging's Area Plan on Aging.

- C. Any applicant to provide a service under an Area Plan on Aging;
- D. Any Title III service provider, under an Area Plan on Aging; or
- E. Any applicant for designation as a Planning and Service Area.

who has been subject to an adverse action as defined above by a current service provider, Area Agency on Aging or the State Unit on Aging.

2. Any adverse action taken by any party must be in writing, must identify the party making said adverse action, and must advise all parties with rights under these procedures of the right to appeal said action by first requesting a reconsideration of the decision and, if necessary, requesting a hearing by the AAA and/or Office of Aging as described herein. All applicable time limits shall be clearly stated in all communications.
3.
 - A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA's subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA's final decision within seven (7) calendar days of the reconsideration conference.
 - B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The hearing will be held by the Director or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.
4.
 - A. If the decision being appealed was made by the Office of Aging, then the aggrieved party must request, in writing, a reconsideration of that decision at the Office of Aging level within seven (7) calendar days of receipt of the adverse action. The Office of Aging shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.
 - B. If the issue is not resolved through reconsideration at the Office of Aging level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

By _____
(Signature of Official Authorized to Sign)

Date _____

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS - Nutrition Services

Month/Year FY2024

Service: HCBS Home Delievered Meals

Fund Source: CBS - HCBS State

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$9.89	0.00	0	1,241	1,241	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%
Less Cash Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Less Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
State (100%)	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%
Match (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3154/525	
Reimbursement Amount			\$0.00

COASTAL REGIONAL COMMISSION
 AREA AGENCY ON AGING
 MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Nutrition/Wellness

Month/Year FY2024

Service: HCBS-Home Delivered Meals

Fund Source: Title III C2 -Home Delivered Meals

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$9.89	0.00	0.00	9,728	9,728	0.00%

0

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$96,212.05	\$96,212.05	0.00%
Less Cash Match	\$0.00	\$0.00	\$9,131.21	\$9,131.21	0.00%
Less Program Income	\$0.00	\$0.00	\$4,900.00	\$4,900.00	0.00%
	\$0.00	\$0.00		\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$82,180.84	\$82,180.84	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (85%)	\$0.00	\$0.00	\$77,615.24	\$77,615.24	0.00%
State (5%)	\$0.00	\$0.00	\$4,565.60	\$4,565.60	0.00%
Match (10%)	\$0.00	\$0.00	\$9,131.21	\$9,131.21	0.00%
Program Income	\$0.00	\$0.00	\$4,900.00	\$4,900.00	0.00%
	\$0.00	\$0.00		\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$96,212.05	\$96,212.05	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3260/525	
Reimbursement Amount			\$0.00

COASTAL REGIONAL COMMISSION
 AREA AGENCY ON AGING
 MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Senior Center
 Service: HCBS Congregate Meals
 Fund Source: CBS - HCBS State

Month/Year FY2024

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$10.60	0.00	0	807	807	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%
Less Cash Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Less Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
State (100%)	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%
Match (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3166/525	
Reimbursement Amount			\$0.00

**COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS - Senior Centers

Month/Year FY2024

Service: Congregate Meals

Fund Source: Title III C1 - Congregate Meals

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$10.60	0.00	0.00	6,851	6,851	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$72,615.89	\$72,615.89	0.00%
Less Cash Match	\$0.00	\$0.00	\$6,701.69	\$6,701.69	0.00%
Less Program Income	\$0.00	\$0.00	\$5,600.00	\$5,600.00	0.00%
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$60,314.20	\$60,314.20	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (85%)	\$0.00	\$0.00	\$56,963.40	\$56,963.40	0.00%
State (5%)	\$0.00	\$0.00	\$3,350.80	\$3,350.80	0.00%
Match (10%)	\$0.00	\$0.00	\$6,701.69	\$6,701.69	0.00%
Program Income	\$0.00	\$0.00	\$5,600.00	\$5,600.00	0.00%
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$72,615.89	\$72,615.89	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3250/525	
Reimbursement Amount			\$0.00

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to meet the needs of older persons effectively and efficiently.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service, or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 contact	Individual or Group	Line Item	ADRC Team, Access to Services	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.

DIVISION of AGING SERVICES

ANNEX E

Taxonomy of Services Definitions

HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.
HCBS - CAREGIVER SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - CAREGIVER SERVICES	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/ Home Repair	\$1 per unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregate setting.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Non-Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting
HCBS - CASE MANAGEMENT	Care Consultation	1/4 hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

ANNEX E

<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>CDSME - Tomando</p>	<p>1 Workshop</p>	<p>Group</p>	<p>Unit Cost</p>	<p>EBP Specialist, Livable Communities</p>	<p>A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two an a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Falls Prevention - Matter of Balance</p>	<p>1 Workshop</p>	<p>Group</p>	<p>Unit Cost</p>	<p>EBP Specialist, Livable Communities</p>	<p>Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Falls Prevention - Tai Chi</p>	<p>1 Workshop</p>	<p>Group</p>	<p>Unit Cost</p>	<p>EBP Specialist, Livable Communities</p>	<p>Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Hospital Transition - Care Transitions Intervention</p>	<p>1 Person</p>	<p>Individual</p>	<p>Line Item</p>	<p>EBP Specialist, Livable Communities</p>	<p>Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. (Not MFP Eligible Clients)</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Hospital Transition - The Bridge Model</p>	<p>1 Person</p>	<p>Individual</p>	<p>Line Item</p>	<p>EBP Specialist, Livable Communities</p>	<p>Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.</p>

DIVISION of AGING SERVICES

ANNEX E

Taxonomy of Services Definitions

HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	1 Contact/Completed Call with Client	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Home Management	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs).
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Homemaker - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/ Home Repair	\$1 per unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - KINSHIP CARE	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.
HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - KINSHIP CARE	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.
HCBS - SENIOR CENTERS	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - SENIOR CENTERS	Medications Management - Group	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Medications Management - Individual	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Outreach	1 Contact	Group	Line Item	Chief Dietitian, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
HCBS - SENIOR CENTERS	Senior Recreation	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Individual clients documented. Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.

DIVISION of AGING SERVICES

ANNEX E

Taxonomy of Services Definitions

<p>OPTIONS COUNSELING</p>	<p>Community Options Counseling</p>	<p>1 Person</p>	<p>Individual</p>	<p>Line Item</p>	<p>ADRC Team Lead or Options Counseling Specialist, Access to Services</p>	<p>Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face.</p>
<p>PUBLIC GUARDIANSHIP OFFICE</p>	<p>Guardianship</p>	<p>N/A</p>	<p>Individual</p>	<p>N/A</p>	<p>N/A</p>	<p>Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.</p>
<p>SCSEP</p>	<p>SCSEP</p>	<p>¹ Enrollment</p>	<p>Individual</p>	<p>Line Item</p>	<p>SCSEP Coordinator, Livable Communities</p>	<p>Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities.</p>

**GEORGIA DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
REPORT OF CERTIFIED COSTS**

Completed by Contractor:

For the period of: Date: _____ To Date: _____
 Name of Contractor: _____ Program Officer, DHS: _____

Specify Type of Certified Costs:

Certified Costs: _____ Non-Cash Match: _____

Specify Type of Program

Type of Program: _____ Contract #: _____
 Identification #: _____ Control #: _____
 Name of Provider: _____
 Address of Provider: _____

Costs Detailed:

Personnel:

Name	Title	Salary/Benefits	%of Time	Applicable Amount
			Subtotal	

Detailed Other Costs:
 Local Cash Match _____

I, the undersigned, hereby certify that the above certified costs and/or non-cash match have been provided/received in compliance with the requirements and conditions of the applicable federal or state program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction direct to this federal or state program and that these records are available to DHS or federal auditors to review.

Date: _____ Signature: _____

Title: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHS 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") 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, DHS 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"), Public Law 111-5, 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 only to the extent necessary to meet its 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 DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).

B. At CRC/ AAA:

Peggy Luukkonen
ADRC Program Manager/ HIPPA Privacy Officer
pluukkonen@crc.ga.gov
912-437-0861

C. At Contractor: _____

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI 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 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 to the individuals listed on Appendix G-1 and Appendix G-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS'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, 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 Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this

- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS 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 DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor'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 not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS 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 from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor 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 DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials 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 DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI 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 DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their

deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS 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 provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS 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 DHS;
 - 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, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

APPENDIX G-1

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

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. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

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

Approved methods of secure delivery of PHI 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 Appendix G-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Appendix G-1 as needed and provide the updated form to DHS Project Leader Contact.

APPENDIX G-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

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

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

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 Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov , as well as AAA HIPPA Privacy Officer pluukkonen@crc.ga.gov, 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 Appendix G-2 as needed and provide the updated form to DHS Project Leader Contact and the CRC AAA HIPPA Privacy Officer, Peggy Luukkonen.

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Personnel Spreadsheet SFY 2023-2024

Enter Provider Name: Effingham County Commission FY2024	#2												#3				
	Nut./Wellness - Congregate Meals Management Only												Nut./Wellness - Congregate Meals Costs Only				
	Number of Staff Positions (Enter number per staff title)	Base Wages (Enter base amount with no benefits included)	Fringe Benefit Rate (Enter benefit costs by % only)	Fringe Benefits and Total Wages and Benefits (Auto-populates)	Productive Hours (Enter annual productive hours)	General Admin (Enter % of staff time in admin)	Admin Hours (Auto-populates)	General Admin Costs (Auto-populates)	Staff for Building Maintenance (Enter % of staff time)	Shared Building Space Hours (Auto-populates)	Shared Building Space (Auto-populates)	TOTAL HOURS (Auto-populates)	% OF STAFF TIME (Enter % of staff time)	W & B COST (Auto-populates)	TOTAL HOURS (Auto-populates)	% OF STAFF TIME (Enter % of staff time)	W & B COST (Auto-populates)
STAFF LIST (Paid staff only - do not include volunteers or other donated)																	
Director	1	\$ 51,563	45%	\$ 74,767	2,160	50%	1,080	\$ 37,383	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Assistant Director	1	\$ 45,032	78%	\$ 80,157	2,080	10%	208	\$ 8,016	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Instructor, Senior Center	1	\$ 30,506	105%	\$ 32,031	2,080	3%	104	\$ 3,127	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Nutrition Aid/Instructor	1	\$ 15,486	14%	\$ 2,168	1,040	10%	104	\$ 1,765	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Instructor, Senior Center	1	\$ 31,200	61%	\$ 19,032	2,080	5%	104	\$ 2,512	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Activities Coordinator (New in FY 20)	0	\$ -	0%	\$ 0	0	0%	0	\$ 0	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Staff title	0	\$ -	0%	\$ 0	0	0%	0	\$ 0	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Staff title	0	\$ -	0%	\$ 0	0	0%	0	\$ 0	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Client/Meal Transportation Cost Pool Section Only																	
Driver	0	\$ -	0%	\$ 0	0	0%	0	\$ 0	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Driver	0	\$ -	0%	\$ 0	0	0%	0	\$ 0	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
Driver	0	\$ -	0%	\$ 0	0	0%	0	\$ 0	0%	0	\$ 0	0%	\$ 0	0	0%	\$ 0	
<i>(The following data calculates automatically - do not enter)</i>																	
Total Wages and Benefits	5	\$ 173,786		\$ 285,346			\$ 52,803			\$ 0			\$ 33,156			\$ 0	
Percent of Total Wages and Benefits				100.00%			18.50%			0.00%			11.62%			0.00%	
Total Hours				9,440			1,600			0			1,108			0	
Unit of Service																1.00	
Percent of Total Hours				100.00%			16.95%			0.00%			11.74%			0.00%	

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2023-2024

	File is..		#2	#3	#4	#5	All Other
	In Balance						
FY2024							
PROPOSED ANNUAL EXPENSES <i>(Select Line Item from DAS Chart of Accounts)</i>							
WAGES & BENEFITS (Auto-populates)	\$285,346	\$52,803	\$33,156	\$0	\$30,030	\$0	\$169,357
Auto-populates % of Wages and Benefits from Personnel Spreadsheet(1)	100.00%	18.50%	11.62%	0.00%	10.52%	0.00%	59.35%
Auto-populates % of Hours from Personnel Spreadsheet (1)	100.00%	16.95%	11.74%	0.00%	11.19%	0.00%	60.13%
STAFF TRAVEL EXPENSES <i>(Auto-populates)</i>	\$36,350						
Staff Mileage/Per Diem Reimbursement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer Mileage/Per Diem Reimbursement	\$36,350	\$6,350	\$0	\$0	\$30,000	\$0	\$0
Other Staff Travel Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VEHICLE OPERATING EXPENSES <i>(Auto-populates)</i>	\$0						
Vehicle Gas & Oil	\$0		\$0	\$0	\$0	\$0	\$0
Vehicle Insurance	\$0		\$0	\$0	\$0	\$0	\$0
Vehicle Maintenance	\$0		\$0	\$0	\$0	\$0	\$0
Other Vehicle Operating Expenses	\$0		\$0	\$0	\$0	\$0	\$0
BUILDING EXPENSES (Auto-populates)	\$28,650						
Building Depreciation	\$0		\$0	\$0	\$0	\$0	\$0
Building Insurance	\$1,500	\$1,500	\$0	\$0	\$0	\$0	\$0
Building Maintenance/Janitorial	\$7,000	\$7,000	\$0	\$0	\$0	\$0	\$0
Building Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$19,170	\$19,170	\$0	\$0	\$0	\$0	\$0
Other Space Expenses	\$980	\$980	\$0	\$0	\$0	\$0	\$0
COMPUTER OPERATION EXPENSES (Auto-populates)	\$0						
Computer Purchase	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Computer Operation Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL EQUIPMENT EXPENSES <i>(Auto-populates)</i>	\$20,000						
Capital Equipment Depreciation/Usage Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Equipment Expenses	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2023-2024

	File is..		#2	#3	#4	#5	All Other
	In Balance						
FY2024							
PROPOSED ANNUAL EXPENSES <i>(Select Line Item from DAS Chart of Accounts)</i>							
OTHER OPERATING COSTS (Auto-populates)	\$0						
Agency Indirect (Federal Cognizant Agency Only)	\$0						
Audit/Legal Fees	\$0						
Profit/Surplus Margin	\$0						
Other Misc. Operating Costs	\$0						
Spreadsheet Check (Auto-populates)	\$511,796						
TOTAL ALLOWABLE COSTS <i>(Auto-populates)</i>	\$511,796	\$79,153	\$28,650	\$0	\$12,390	\$33,156	\$43,020
							\$60,030
							\$86,040
							\$169,357

Annex I - FY2024

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Effingham County Senior Citizens Center											
Program: HCBS - Nutrition Services											
Service: Home Delivered Meals											
CBS - HCBS State (Unit Cost)	\$0.00	\$21,701.00	\$21,701.00	\$0.00	\$21,701.00	\$0.00	\$7.55	\$21,708.55	2,195.00	\$9.89	9
NSIP - State (Unit Cost)	\$0.00	\$26,840.00	\$26,840.00	\$0.00	\$26,840.00	\$0.00	\$1.46	\$26,841.46	2,714.00	\$9.89	11
UAA Title III CZ - Home Delivered Meals (Unit Cost)	\$77,615.24	\$4,565.60	\$82,180.84	\$9,131.21	\$91,312.05	\$4,900.00	\$7.76	\$96,219.81	9,729.00	\$9.89	39
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,904.33	\$5,904.33	597.00	\$9.89	3
Service Total:	\$77,615.24	\$53,106.60	\$130,721.84	\$9,131.21	\$139,853.05	\$4,900.00	\$5,921.10	\$150,674.15	15,235.00		
Program Total:	\$77,615.24	\$53,106.60	\$130,721.84	\$9,131.21	\$139,853.05	\$4,900.00	\$5,921.10	\$150,674.15	15,235.00		
Program: HCBS - Senior Centers											
Service: Congregate Meals											
CBS - HCBS State (Unit Cost)	\$0.00	\$9,130.00	\$9,130.00	\$0.00	\$9,130.00	\$0.00	\$7.20	\$9,137.20	862.00	\$10.60	4
NSIP - State (Unit Cost)	\$0.00	\$13,734.00	\$13,734.00	\$0.00	\$13,734.00	\$0.00	\$3.60	\$13,737.60	1,296.00	\$10.60	6
UAA Title III CZ - Congregate Meals (Unit Cost)	\$56,963.60	\$3,350.80	\$60,314.40	\$6,701.60	\$67,016.00	\$5,600.00	\$4.60	\$72,620.60	6,851.00	\$10.60	28
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,218.60	\$7,218.60	681.00	\$10.60	3
Service Total:	\$56,963.60	\$26,214.80	\$83,178.40	\$6,701.60	\$89,880.00	\$5,600.00	\$7,234.00	\$102,714.00	9,690.00		
Program Total:	\$56,963.60	\$26,214.80	\$83,178.40	\$6,701.60	\$89,880.00	\$5,600.00	\$7,234.00	\$102,714.00	9,690.00		
Provider Total:	\$134,578.84	\$79,321.40	\$213,900.24	\$15,832.81	\$229,733.05	\$10,500.00	\$13,155.10	\$253,388.15	24,925.00		



Code of Conduct Compliance Questionnaire for Employees of Subrecipients/Subcontractors

Amended: 8/23/2012

6. During fiscal 23 , did you, or are you aware of anyone who accepted any consideration or special favors from suppliers or potential suppliers which in fact or appearance could be deemed a bribe, kickback or reward given to influence your business judgment?

Yes No

7. Were you involved, or are you aware of any employee who was involved in a conflict of interest situation during fiscal year 23 ?

Yes No

8. I have listed names, addresses and the nature of the relationships of all persons or entities doing business with the Center or with my employer from whom I or any member of my immediate family has received, directly or indirectly, cash or a gift of more than nominal value (\$50.00) during the fiscal year ended June 30, 23 . *(If there are no persons or entities to be listed, so indicate by writing "NONE" in the first space provided below.)*

<i>Name of Person /Entity</i>	<i>Nature of Relationship/Outside Activity</i>

Political

9. In fiscal 23 , did you, or are you aware of anyone who received any payments from the Center or from your employer for the purpose of making a contribution to any political party, candidate, or election committee?

Yes No

Financial Integrity

10. Are you aware of any entries made in the books and records in fiscal 23 that you believe are false or intentionally misleading?

Yes No

11. Are you aware of any assets, liabilities, or transactions that you believe were improperly omitted from the books in fiscal 23 ?

Yes No

12. In fiscal 23 , are you aware of anyone seeking to influence any governmental official (including foreign officials) or governmental employee, or individual doing business with the Center or with your employer, by offering money, goods, or services in return for some special consideration?

Yes No

Contractor Responsibilities, Rewards, and Sanctions

Scope and Background. This provides policies and procedures to be used by the CRC in assessing compliance by their CONTRACTORS, with contract requirements and responsibilities and developing appropriate performance-based rewards or sanctions, relative to compliance status. To the extent feasible, the CRC will reward those CONTRACTORS which the CRC finds have demonstrated exceptional performance. Likewise, should there be findings of non-compliance with the terms of a contract which governs the use of monies appropriated under that contract, the CRC may take such actions, described in this section, as may be legally available and appropriate to the circumstances. This section outlines the rewards available for compliance with a contract and the potential sanctions which can be levied for non-compliance with contract terms and conditions.

Definitions. Definitions for terms used in this section shall have the following meanings, unless the context clearly indicates otherwise.

- (a) Levels of Sanctions include but are not limited to:
- (1) Level One Sanction - The sanction that the CRC may impose as a response to a contractual breach and/or failure to comply with CRC policies and procedures and specific state and federal requirements.
 - (2) Level Two Sanction - The sanction that the CRC may impose as a response to a severe problem and the potential negative impact that such a problem may have on a CONTRACTOR agency's region or on the State.
 - (3) Level Three Sanction - The sanction that the CRC may impose with a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws may affect service delivery and/or CONTRACTOR agency financial stability.
 - (4) Level Four Sanction - The sanction that the CRC may impose where a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws continue to go uncorrected.
- (b) Acceptable corrective action plan - Identification of actions to be taken, including a time line, that are acceptable to the CRC to correct and identify issue of contractual or legal non-compliance.
- (c) Certified - When used in conjunction with performance measure testing, describes having obtained acceptable results, within parameters established by the CRC, for data tested.
- (d) Discretionary funds - Any funds issued by the CRC that are not awarded based on a general funding formula or not awarded to all Providers by the CRC.
- (e) Extension - An approved request, submitted to the CRC on or before the original due date, to submit required reports or other required information, later than the established due date, and granted at the discretion of the CRC for good cause shown.

Preventive maintenance. Preventive maintenance activities or approaches, developed to ensure achievement of desired program outcomes and provide fiscal accountability, include technical

unanticipated staffing constraints or other unexpected circumstances.

Rewards. Rewards for exceptional performance will be determined by the CRC based on the results of periodic and annual monitoring and evaluation. The CRC will work with the provider network to establish reward and recognition initiatives that are both meaningful and tangible. Exceptional performance is characterized by those activities that produce results which substantially exceed minimum requirements, and could be related to superior consumer satisfaction ratings, outstanding leadership in the community and state, highly effective stewardship of funds, highly effective advocacy efforts resulting in actions taken to benefit programs or clients, innovations leading to process improvements, and improved results. Actual rewards are not limited to, but may include any one, or a combination of:

- (a) notification and publicizing of outstanding performance to the public in the Area Agency's region and to the governing board of the designated Regional Development Center or non-profit organization. This could include holding annual recognition events, giving "Best in Class" Awards for AAAs and providers, highlighting accomplishments in newsletters and annual reports;
- (b) providing discretionary funding awards for conferences, training events, or leadership workshops, including in-state and, *when appropriate*, out-of-state travel;
- (c) providing discretionary funding awards for the purchase of equipment, including upgrades to computer hardware and software;
- (d) reducing the frequency of monitoring and other review processes, as long as performance levels are maintained at the exceptional level;
- (e) providing the opportunity to participate in policy and program development initiatives;
- (f) giving priority consideration for new projects, activities or funding.

Sanctions. The CRC may apply sanctions which can be both progressive and cumulative in nature and which can include, but are not limited to, the following:

Level One Sanctions. Level One Sanctions may result in one or more of the following actions:

- (a) requiring the development, submission and implementation of an acceptable corrective action plan to address identified weaknesses, contractual breaches, and/or non-compliance;
- (b) submission of additional and/or more detailed financial and/or performance reports;
- (c) designation as a high-risk CONTRACTOR, requiring additional monitoring visits;
- (d) repayment of disallowed costs; and
- (e) requiring directed amendments to contract.

Level Two Sanctions. Level Two Sanctions may result in one or more of the following actions:

- (a) failure to satisfactorily resolve an identified contractual breach within specified timeframes.
- (b) failure to submit a required report by the due date or date of approved extension.
- (c) failure to submit required reports accurately and completely, if identified by the CRC (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;
- (d) failure, on the third occurrence, to submit required reports accurately and completely, if identified by the CRC, whether or not a violation notice was previously issued;
- (e) failure to submit timely an acceptable corrective action plan for findings of program and fiscal monitoring within thirty (30) calendar days;
- (f) failure to resolve deficiencies noted in an audit review within timeframes established by contract.

Violations Subject to Level Two Sanctions. Violations which may result in the imposition of Level Two sanctions include, but are not limited to, the following:

- (a) failure to rectify any level one sanction within the timeframe established for corrective action;
- (b) failure to complete in a timely manner any corrective actions provided in any corrective action plan;
- (c) failure to submit in a timely manner a Single Audit, in accordance with OMB Circular A-133, to the Department;
- (d) failure to be certified as having had accurate data following performance measure testing;

Violations Subject to Level Three Sanctions. Violations which may result in the imposition of Level Three sanctions include, but are not limited to, the following:

- (a) failure to rectify any Level One sanction within sixty (60) calendar days following the timeframe established for corrective action;
- (b) failure to rectify any Level Two sanction within the timeframe established for corrective action;
- (c) failure to appropriately act upon reported or identified threats to the health and safety of program participants, within established timeframes, as follows:
 - (1) immediately, or on the next business day, when an immediate threat to life and safety of participants is reported or identified;
 - (2) within forty-eight (48) work hours, when there is some risk to health or safety, which is considered not to be life threatening;
 - (3) within seven (7) work days for all other reports or risks identified.

payments to CONTRACTORS are made from both State and Federal funds, submission of false or fraudulent claims, statements, documents, or the concealment of a material fact may be prosecuted as a felony in either Federal or State Court.

- (a) The Department/Division will inform the agency/CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.
- (b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation substantiates fraud, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to the Georgia Attorney General's Office, the United States Attorney General's Office, and other appropriate law enforcement agencies.

Ethics Code Violations. The Department/Division is bound by the Code of Ethics for Government Service and expects all CONTRACTORS, including area agencies on aging and their sub-CONTRACTORS to abide by the same (See Appendix 93-B). 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.

- (a) The Department will inform the CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.
- (b) 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.

Abuse, Neglect, and Exploitation. Abuse, neglect, exploitation and other violations of client rights will be reported by the Department/Division to the appropriate authorities.²

Other Remedies. The CRC may take and/or impose other remedies that are legally available based on the circumstances involved.

Effective Date: July 2023

Review Date: March, annually, or at any other such time as there are changes in laws or regulations which affect this policy.

² See note 1.

Contract Amendment Correspondences

Security and Immigration Compliance Affidavits
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with COASTAL REGIONAL COMMISSION [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number - **E-Verify**

Date of Authorization

Name of Subcontractor

Multi-Funded Services

Name of Project

Georgia Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Security and Immigration Compliance Affidavits
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (_____ [name of subcontractor or **sub-subcontractor** with whom such sub-subcontractor has privity of contract]) and **COASTAL REGIONAL COMMISSION** [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (_____ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (_____ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number - **E-Verify**

Date of Authorization

Name of Sub-subcontractor

Name of Project

Georgia Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:



FY2022 – Coastal Regional Commission
Division of Aging Services – Multi-Funded
ANNEX N

Brian P. Kemp
Governor



Gerda B. Hines
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.

Address: 2 Peachtree Street, NW, Suite
30.450 Atlanta, Georgia 30303-3142

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING CONTRACT

PROJECT: Congregate and Home Delivered Meals
CONTRACT # See Annex A

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN

This contract is made and entered into by and between the Coastal Regional Commission, hereinafter referred to as the "CRC";

The responsibilities of the CRC herein are performed through its Area Agency on Aging Department, hereinafter referred to as "AAA" under the policies and procedures of the Georgia Department of Human Services (DHS) Division of Aging Services (DAS).

AND

Effingham County Commission

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "CONTRACTOR".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the CRC, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent CONTRACTOR.

PARA # 102 CRC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the CRC AAA has a need for and desires a comprehensive service delivery system comprised of an array of services for the elderly and/or disabled persons in the Coastal Georgia Planning and Service Area (PSA), funded by various fund sources. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement; and

form for the same month in which they are received.

10. That the CONTRACTOR will furnish the required match as indicated in Annex A. Requirements for certified cost and/or in-kind match are specified in PARA # 204 of this contract.
11. That the CONTRACTOR will use the DHS, Division of Aging Services, and CRC AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client as required by the Division of Aging and the CRC AAA. All required forms will be provided by the CRC AAA under separate cover.
12. That the CONTRACTOR will provide the service(s) as indicated in Annex A, Statement of Work at the unit cost specified in Annex A (if a unit cost has been established).
13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in Annex B.
14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services' policies and procedures and the CRC AAA policies and procedures to determine projected costs of contracted services.
15. That the CRC AAA has the right to reduce the amount of this contract. For instance, the CRC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. The CRC will:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.
2. Provide technical assistance, guidance, consultation, management support and other necessary support.
3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2023, and shall terminate on June 30, 2024, unless terminated earlier under other provisions of this contract.

- B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and the CRC.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. SUBCONTRACTOR COMPLIANCE The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/ client, or responsible parent or guardian.

The CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Privacy rule promulgated in 45 CFR Part 160 and Part 164 subparts A and E. The CONTRACTOR understands and acknowledges that DHS is a covered entity as defined by HIPAA and the CONTRACTOR further understands and acknowledges that it is a business associate of DHS as defined by HIPAA and agrees to comply and abide by DHS' privacy standards and procedures. The CONTRACTOR therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and DHS requirements and privacy standards and procedures.

PARA #106: CONFLICT OF INTEREST

- A. The CONTRACTOR and the CRC certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated, and will not be violated, in any respect.

reductions stated above shall be conclusive.

- C. Unilateral modification by the CRC's AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.
- D. Unilateral modification by the CRC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC's AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108: CRC RIGHT TO SUSPEND CONTRACT

The CRC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the CRC that the CONTRACTOR 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 CRC, in the programmatic performance or service delivery.

PARA #109 :SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110: TERMINATION

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the CRC incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the CRC as of that moment.
- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the CRC for failure of the CONTRACTOR to perform any of

reason to cooperate as requested by the CRC or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CRC. 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 CRC and/or the Department of Human Services. CONTRACTOR 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 CONTRACTOR to the CRC and/or DHS immediately and shall become the property of the CRC and/or DHS.

PARA #112: 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 disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the CONTRACTOR from its liability for work performed by any subcontractor. If the services to be provided to the CRC are interrupted by a force majeure event, the CRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and the CRC 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 CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. 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.
- B. The CONTRACTOR agrees that the CRC and/or 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 CONTRACTOR. The CONTRACTOR 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.
- C. The CRC and the Georgia Department of Human Services Division of Aging Services shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of this

- D. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the CONTRACTOR in which case the CRC and/or DHS may pursue appropriate remedies as a result of such breach.

PARA #116: PUBLICITY

- A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as sponsoring agency. 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 CONTRACTOR. Prior approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC's name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the CRC..
- B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHS 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 that 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 CONTRACTOR shall not display the Department's name or logo in any manner, including, but not limited to, displays on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

PARA #117: INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS

- A. Inventions and patents. The CONTRACTOR 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 CRC. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department of Human Services 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.

engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- B. If CONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (CONTRACTOR's Name), (Subcontractor's Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.
- C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
1. The CONTRACTOR has made false certification hereinabove; or
 2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, 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;
 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the CONTRACTOR shall file with the CRC a signed "Certification Regarding Lobbying," attached hereto as Annex C
 3. 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

recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- C. CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #122: CRIMINAL HISTORY INVESTIGATIONS

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Gemalto-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Gemalto- GAPS system. Contractors must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Gemalto-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:

this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

CONTRACTOR 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 Indemnities.

PARA #125: DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies by signing Annex C 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. CONTRACTOR further agrees that it will include the clause titled "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.

PARA #126: PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CRC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, Asset Services Section and the CRC's AAA.
- B. To adhere to all policies and procedures as promulgated in the 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. CONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss,

The CONTRACTOR agrees to indemnify and hold harmless the CRC and its employees against any and all liability, loss, damages, cost, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the CONTRACTOR or its employees or any subcontractor of the CONTRACTOR.

PARA # 129: VIOLATIONS OF THIS CONTRACT

The CRC will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

- A. Withholding payment to the CONTRACTOR until the violation has been corrected;
- B. Disallowance of costs associated with or created by the violation;
- C. De-obligation of funds from this contract;
- D. Termination of this contract in accordance with PARA #110.

PARA # 130: SAFE FACILITIES

The CONTRACTOR agrees that each facility used for the delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

PARA #131: COMPUTER AND DATA ENTRY REQUIREMENTS

A. EQUIPMENT:

Following are the minimum specifications for equipment, the operating systems, and software required for providers to use the Uniform Cost Methodology (UCM) and to comply with the recording requirements of the Division of Aging Services Data System (DDS):

Minimum Computer Requirements

- Intel Core i3, 500 GB Hard Drive (or better)
- 4 GB RAM (or higher)
- 17 " LCD Monitor
- Network card to support DSL or other high-speed Internet connection
- Good quality laser printer
- Keyboard
- Mouse
- Windows 7 Professional or higher Operating System

CONTRACTOR must have the ability to connect to the Internet and the DAS Data Management System server through digital Service Line or other high-speed Internet connection.

SECTION II: BUDGET REQUIREMENTS, PAYMENT PROVISIONS, and CLIENT REFERRAL PROCESS

PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

- A. The contract allocation attached to this contract as Annex I is made a part of this contract.
- B. The CONTRACTOR agrees that the CRC will be provided a cost allocation plan as part of the Budget should the CONTRACTOR provide any service other than those specified in this contract.
- C. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.
- D. Any program income generated as a result of this contract activity shall be expended as an additional cost alternative.
- E. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.
- F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.
- G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:
 - 1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.
 - 2. October 1 through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

should access financial and programmatic reports monthly from the Georgia DDS system in order to properly manage budgets and expenditures. Failure to expend funding in a timely manner may result in a reduction in contract amount.

PARA #204: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

- A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 74.61 (b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this contract, a current copy of which the CONTRACTOR acknowledges has been previously received and that it has been reviewed and is understood. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:
1. Cash Contributions: Cash contributions represent the CONTRACTOR's cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.
- B. The state and federal term "in-kind match" is synonymous and is defined below:
1. In-Kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.
 2. The following requirements pertain to the CONTRACTOR's Supporting records for in-kind contributions from private organizations and individuals:
 - a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
 - b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.
- C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.
- D. The CONTRACTOR agrees to submit a monthly-certified cost report, DHS Form

In the event the contract is terminated during the term, the maximum amount the CRC shall be required to reimburse pursuant to the "Final Supplemental" report referenced herein is the percentage of permissible expenditures through that period in the program year. Percentages are as follows:

July	8.3%	January	58.3%
August	16.6%	February	66.6%
September	25.0%	March	75.0%
October	33.3%	April	83.3%
November	41.6%	May	91.6%
December	50.0%	June	100.0%

PARA #208 INFORMATION & REFERRAL POLICIES:

CONTRACTOR acknowledges the CRC Area Agency on Aging is the single point of entry for all AAA funded Aging programs with the exception of Title V, Long Term Care Ombudsman Activities, Elderly Legal Assistance, and Title III C1 Programs. All clients taken into Aging programs other than these shall be screened and referred to the service CONTRACTOR by the CRC AAA Information and Assistance Specialists. All inquiries received and contacts made by the CONTRACTOR for Aging Services must be forwarded to the AAA for telephone screening before clients can receive Aging services. service CONTRACTOR agrees to provide CRC toll free telephone number (800-580-6860) for the AAA Aging Disability Resource Connection (ADRC) office to inquirers and encourage them to call the number for a telephone screening to identify their service needs and provide referral to the appropriate services available.

Upon receiving a client referral, the CONTRACTOR agrees to perform a face-to-face assessment with the client and respond back to the CRC AAA with a complete DHS intake and assessment client disposition within ten (10) working days of receipt of the referral.

PARA #209 PROVIDER TRAINING:

Provider agrees to send appropriate aging program staff to all trainings and quarterly meetings provided by the Division of Aging Services and the CRC. Failure to have appropriate staff in attendance at all mandatory sessions will subject the CONTRACTOR to sanctions.

PARA #210: SERVICE AREA

The county service area(s) outlined in Annex I 4.2 Revenue Plan and Units/Persons Served obligate the CONTRACTOR to serve all clients referred by the CRC in such area regardless of where the client lives within the county.

F. Community Care Services Program Policies and Procedures, as amended.

G. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer's and their Families.

H. 45 CFR Part 92

I. Federal Programmatic Regulations:

X TITLE III - 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended. Older Americans Act of 1965, as amended, Section 311, 42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note: Agricultural Act of 1949, as amended, Section 416, 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709, 7 U.S.C. 1446a-1. Older Americans Act, as amended, Public Law 106-501. Title III, Part E and VI, Part C.

X LONG TERM CARE OMBUDSMAN - Older Americans Act of 1965, as amended (42 USC 3027 (a) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. seq.

X SSBG Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35

X CCSP - 45 CFR Part 200 Title XIX, Social Security Act of 1987, as amended.

X GEORGIACARES - Section 4360 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, P.L. 101-166 Section 511 Older Americans Act of 1965, Title IV, Public Law 89-73, 79 Stat. 218, as amended; Public Law 97-115, 95 Stat. 1595; Public Law 98-459, 98 Stat. 1767; Public Law 100-175; Public Law 100-628, 42 U.S.C. 3031-3037b; Public Law 102-375; Public Law 106-501.

PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS FOR NON-PROFIT AGENCIES

Contractors that expend \$300,000 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, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Contractors 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

PARA #304: ENTIRE UNDERSTANDING


This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:

CRC EXECUTION:

Signature – Authorized Person



Signature – Executive Director


Printed Name and Title

Allen Burns, Executive Director
Printed Name and Title

Printed Name of Agency

7-11-23
Date Signed

Date Signed



Signature – CRC Chairman

Ken Lee, CRC Chairman
Printed Name and Title

7/11/23
Date Signed