

September 10, 2024

Mark W. Barnes, Finance Director Effingham County Commission 804 South Laurel St. Springfield, GA 31329

Dear Mr. Barnes:

Enclosed are two copies of your FY25 Contract #2025-08 with the Coastal Regional Commission Area Agency on Aging for the provision of services to our region's elderly population.

Please sign each copy of the contract where indicated. Please note that Annex M in the FY25 contract must be notarized. Retain one original of the complete contract for your files and return the other to our office no later than **September 25**, 2024.

If you have any questions concerning your contract or allocation, you may contact Pamela Rogers, Aging Services Director, at (912)514-1615.

Thank you for committing to serve Coastal Georgia seniors, caregivers, and persons with disabilities. We look forward to working with you.

Sincerely,

Dionne Lovett
Executive Director

DL/rd Enclosures

# **Provider Checklist for FY 2025 Contracts**

Contractor information or signature is required for the following items in the contract or attachments: ☐ CRC-AAA Contract (Para 103): Indicate any changes to Contractor Contact Information. Line through, correct, and initial ☐ CRC-AAA Contract: Sign the last page (Signature Page) of the contract. ☐ Annex A (Page A-1): Indicate any changes to contacts or contact information for subsequent contracts. Line through, correct, and initial as needed. Annex A (Section III.F): Designate and provide comparison signatures for up to 3 person(s) authorized to sign Monthly Reimbursement Reports (Annex D). ☐ Annex C – Certification Regarding Lobbying: Sign page C-1 (Lobbying) and page C-2 (Debarment) ☐ Annex G - HIPAA Business Associate Agreement (7.C): Designate your Privacy/Security contact. Annex G - HIPAA Last/Signature page: Sign Annex G – Appendix G1: Complete individuals who can receive, use and Disclose PHI and PII to and/or from DHS and Coastal RC. (Attach own list if needed) Annex G – Appendix G2: Complete individuals who can access the DHS/RC data systems. (Attach own list if needed). Annex J - Code of Conduct Questionnaire: Complete all questions and sign. Annex M – Immigration and Security Form: complete and sign page M-1. Must include E-Verify Number and date/year issued, and must be notarized Date Signature



# 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:

- 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, 2024, and shall terminate on June 30, 2025, unless terminated earlier under other provisions of this contract.



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. <u>SUBCONTRACTOR COMPLIANCE</u> 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.
- B. CODE OF CONDUCT AND CONFLICT OF INTEREST: No officer, employee, or agent of the CONTRACTOR shall solicit or accept gratuities, favors, or anything of



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. <u>Due to non-availability of funds.</u> 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. <u>Due to default or for cause.</u> 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 the provisions hereof. Should the CRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The CONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective



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 Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The CONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly



### 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, radio brochures. releases. pamphlets, press information 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. <a href="Inventions and patents">Inventions and patents</a>. 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.
- B. <u>Copyrights.</u> Except as otherwise provided in the terms and conditions of this contract, the author or the Department of Human Services is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department of Human Services shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or



- 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 Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and
  - 4. A disclosure form will be filed at the end of each calendar quarter in which there



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 Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at <a href="https://fieldprintgeorgia.com/businesses">https://fieldprintgeorgia.com/businesses</a> and follow the instructions provided on the website.

For positions that <u>do not</u> 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 GAPS system. Contractors must register with the GAPS at <a href="https://fieldprintgeorgia.com/businesses">https://fieldprintgeorgia.com/businesses</a> 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 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:
  - Persons employed in day-care centers, group day-care homes, family daycare homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
  - 2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

# PARA #123: AIDS POLICY

A. CONTRACTOR agrees, as a condition to provision of services to the Department of



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, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the CRC office.

The CRC office will then forward the completed Form #5111 to the DHS Office of Facilities and Support Services, Asset Services Section, Two Peachtree Street, N.W., Suite 32.270, Atlanta, Georgia 30303-3142. For any Department-owned vehicles operated under this contract, the CONTRACTOR agrees to submit to the Department the Utilization and Data Report furnished by the Asset Services Section in accordance with the DHS Vehicle Management Manual, Chapter 4, Part G.



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.

CONTRACTOR must also have at least one email address designated for each service site and the ability to receive referrals in an electronic format.

### B. DATA ENTRY

Each CONTRACTOR receiving in excess of \$25,000 of funding from the Area Agency on Aging agrees to enter data into the DDS as prescribed by the Area Agency on Aging. CONTRACTOR is responsible for all computer purchase, monthly internet expense and maintenance costs associated with regular, monthly data entry into the DDS.

# PARA # 132: CLIENT COMPLAINT PROCEDURES

CONTRACTOR shall ensure that written client complaint procedures are established for use by each service provider site/program. These procedures shall provide all clients with the opportunity for and means of communicating those aspects of the service which have



- G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:
  - 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.

# PARA #202: CONTRACT BUDGET ANNEX

- A. The Uniform Cost Methodology (UCM) spreadsheet(s) must be completed by all CONTRACTORs. All UCM Spreadsheets are considered a part of this agreement. CONTRACTOR acknowledges that all non-AAA funding contributed to the programs must be enumerated on the 4.2 Revenue Plan and Units/Persons Served form. Failure to provide adequate proof of non-CRC revenue to cover program expenses as outlined on 4.2 may result in contract re-negotiation. CONTRACTOR will notify CRC in writing of any reduction of 20% or more of non-CRC funding.
- B. The contract allocation attached to this contract as Annex I is made a part of this contract.
- C. Any program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below and identified by service:

Alzheimer's Services, GCRC, CBS, CKOF, and GeorgiaCares - SHIP - Additional Costs Alternative, Deduction Alternative, or combination.

<u>Title III/VII, SSBG, and LTCO Programs</u> - Combination of Cost Sharing/Matching Alternative, Additional Cost Alternative, Deduction Alternative.

D. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

# PARA #203: BUDGET VS. EXPENSE LIMITATION

- A. The maximum reimbursement to the CONTRACTOR is the total state and federal funds in this contract
- B. Budget revisions are necessary in the following situations.
  - 1. When the scope or objectives of the program change.
  - 2. When line item expenditures are expected to exceed 10% of the previously



- 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 #5215 (Annex F), not later than the 7th working day following the end of each month during the term of this contract.
- E. CONTRACTORs that utilize sub-CONTRACTOR provided in-kind match or certified cost match will maintain on file the sub-CONTRACTORs, Form #5215 as supporting documentation of CONTRACTOR's own Form #5215, Annex F.

### PARA #205: FIDELITY BONDS:

- A. IN the event funds are advance on this contract, those having the responsibility for the expenditure of funds made available under this contract shall be required to post a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit to the State of Georgia, Department of Human Services. The dollar amount of the fidelity bond shall be determined through use of the DHS Schedule of Fidelity/Assurance Bonds.
- B. Fidelity bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). A list of these companies is published annually by the Federal Department of the Treasury in its Circular 570.

# PARA #206: PROGRAMMATIC REPORT SUBMISSION:

The CONTRACTOR agrees to submit a monthly programmatic/performance statistical report in the form and manner specified by the Division of Aging Services, and shall enter service logs into DDS for the current month's activities not later than the seventh (7th) working day after the end of each month during the term of this contract. The report forms to be used will be provided by the CRC. Originals of actual client service logs completed in blue ink will also be mailed to the CRC by the seventh (7th) day of the month. Fax transmittals will be accepted but originals shall also be submitted.

# PARA #207: EXPENDITURE REPORT SUBMISSION

During the term of this contract, the CONTRACTOR agrees to submit a monthly expenditure report in the form and manner specified by the CRC not later than the seventh (7th) working day following the end of the month in which the expenses occurred. The report forms to be



### PARA #210: SERVICE AREA

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

SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

# PARA #301: STATE AND FEDERAL LAWS. RULES. REGULATIONS, AND STANDARDS

CONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the CRC for any loss of funds or resources resulting from non-compliance by the CONTRACTOR, its staff, agents, or subcontractor as revealed in any subsequent audits. CONTRACTOR understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements. Notwithstanding any other provision of this agreement, CONTRACTOR agrees to notify the CRC verbally and in writing within 24 hours of any hazardous circumstances occurring in any facilities where seniors gather pursuant to this agreement. Hazardous circumstances may include but are not limited to: food poisoning, chemical leaks, hazardous lead exposure, building code violations leading to unsafe conditions, excessive mold or any health emergency that occurs as a direct result of unsafe or hazardous circumstances within the facility.

- A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):
  - It is understood and agreed that the CRC is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the CRC that its use or disclosure of any person's protected health information received from or on behalf of the CRC will be governed by the Business Associate Agreement, attached hereto as Annex G which the CONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.
- B. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.
- C. The federal cost principles for determining allowable costs for this contract are OMB Circular A87 and OMB Circular A122.



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 Directives Information System.

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

CONTRACTOR further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the CONTRACTOR's fiscal year.

Two (2) copies to:

Coastal Regional Commission Attention: Finance Director 1181 Coastal Drive, SW Darien, GA 31305

CONTRACTOR understands that according to the provisions of Title 50, Chapter 20, Sections 4 and 6 of the Official Code of Georgia, failure to comply with the above audit and financial reporting requirements could be cause for DHS and the CRC to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the CONTRACTOR from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS, the State Department of Audits and Accounts, or the CRC.

### PARA #303: IMMIGRATION AND SECURITY

CONTRACTOR agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 et seq. regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit titled Security and Immigration Affidavits, attached hereto as Annex M, that Contractor will comply with O.C.G.A. Sec. §13-10-90 et. seq., and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-contract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration. Affidavits at the initiation of and throughout the



# SECTION IV: CONTRACT ANNEXES

### PARA #401: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

Annex A Statement of Work

Annex B Hearing Procedures

Annex C Certification Regarding Lobbying

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

Exclusion - Lower Tier Covered Transaction

Annex D Financial Reimbursement Forms

Annex E Taxonomy of Services

Annex F Report of Certified Cost, Form 5215

Annex G HIPAA Business Associate Agreement

Annex H Uniform Cost Methodology

Annex I 4.2 Revenue Plan and Units/Persons Served

Annex J Code of Conduct Questionnaire

Annex K Contractor Responsibilities, Rewards, and Sanctions

Annex L Contract Amendment Correspondences

Annex M Immigration and Security Form

Annex N DHS Notice: Critical Incident Reporting



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

CONTRACTOR EXECUTION:	CRC EXECUTION:
	Jantal bloth
Signature – Authorized Person	Signature – Executive Director
	Dionne Lovett, Executive Director
Printed Name and Title	Printed Name and Title
	9/10/24
Printed Name of Agency	Date Signed
Date Signed	Signature – CRC Council Chair
	Rosa Romeo, CRC Council Chair
	Printed Name and Title
	9-10-24
	Date Signed

### Contract # 2025-08

### 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, 2024, through June 30, 2025

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: Mark W. Barnes, 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 **14,302 home delivered meals** (units), a minimum of 5,000 congregate meals (units) at the center 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 Manual 5300 (Section 304).

served. If a meal is eaten at a restaurant during the course of a planned 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. Closures 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 redesign, 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.

<u>Senior Center Director/Site Manager</u> - Responsible for everyday operations of the center, including food service activities and oversight of senior activities. Ensures that quality programs and activities are planned and provided. Ensures that programs and services comply with state and local requirements. Prepares and submits (or ensures the preparation and prompt submission of) data entry forms

### E. Budget

The total amount of this contract is \$239,135.80 including local match, program income and other local funds.

This is a unit cost contract, and the unit cost is:

- \$10.26 for congregate meals
- \$9.54 for home delivered meals

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			

# DIVISION OF AGING SERVICES DEPARTMENT OF HUMAN RESOURCES 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 Resources, Division of Aging Services 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 Division of Aging Services 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 Division of Aging Services.
- 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 Division of Aging Services 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

- 7. "Area Plan on Aging" means the plan developed by the designated Area Agency on Aging for a Planning and Service Area as specified in Section 306 of the Older Americans Act of 1965, as amended.
- 8. "Hearing Officer" means the Director of the Division of Aging Services or his/her designee.
- 9. "Applicant to Provide Services" means an entity:
  - A. Which is responding to a Request for Proposal as issued by an Area Agency on Aging; or,
  - B. Which is responding to an approved (by the AAA) solicitation issued by a primary service provider (contractor) of the Area Agency on Aging.

# IV. PROCEDURES FOR REQUESTING A HEARING

- 1. An opportunity for a hearing will be offered to:
  - A. Any applicant for designation as an Area Agency on Aging; or,
  - B. Any Area Agency on Aging; or,
  - 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 Division of Aging Services as described herein. All applicable time limits shall be clearly stated in all communications.
- 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

### V. SCOPE OF ISSUES AT HEARING

The issue at the hearing will be limited to whether or not the decision being appealed was reached in accordance with the applicable procedure and was within the scope of authority of the agency taking the action. Applicable current State and Federal laws and regulations concerning procurement, and the "Procedures for Competitive Procurement," Department of Human Resources, Division of Aging Services, will govern. Where the issue involves the award, denial or termination of a contract or subcontract, ordinary principles of Georgia contract law will also govern.

### VI. HEARING PROCEDURES

- 1. The hearing request will not stay or otherwise delay implementation of the action appealed, unless a stay or delay is requested in writing and granted by the Hearing Officer.
- 2. Within thirty (30) calendar days of receipt of the hearing request by the Division of Aging Services, the Hearing Officer will mail or deliver to the parties a written notice of hearing, giving at least fifteen (15) calendar days advance notice of the hearing date.
- 3. The hearing will be conducted according to the "contested case" procedures of the Georgia Administrative Procedure Act and DHR Rules Chapter 290-1-1, or their successors.
- 4. If the hearing is conducted by the Director of the Division of Aging Services, his or her written decision will be issued to the parties within thirty (30) calendar days of closure of the hearing record and will constitute the final administrative decision of the Department of Human Resources. The decision of the Director of the Division of Aging Services will advise the parties of any available judicial or Federal administrative appeal rights.
- 5. If the hearing is held by a designee of the Director, the Hearing Officer will issue a written recommended decision to the parties and to the Director within thirty (30) calendar days of closure of the hearing record. The Director of the Division of Aging Services may affirm, modify, or reverse the recommended decision on his or her motion, or on written application of either party filed within thirty (30) calendar days of issuance of the recommended decision. The Director's decision will constitute the final administrative decision of the Department of Human Resources, and will advise the parties of any available judicial or Federal administrative appeal rights.

### 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	Date
(Signature of Official Authorized to Sign)	
	•

### ANNEX C

- 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.

Contractor Name: Effingham County Commissioners

**County: Effingham County** 

Program: HCBS - Nutrition Services

Month/Year FY2025

Service: HCBS Home Delivered Meals Fund Source: CBS - HCBS State

% of Year Completed 8.33%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$9.54	0.00	0	1,241	1,241	0.00%

				Unexpended	
Expenditure Category	Current Month	YTD Expense	Budget	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!
2000 i rogi ani maama	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%

				Unexpended	
Revenue Category	Current Month	YTD Revenue	Budget	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%

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

**Contractor Name: Effingham County Commissioners** 

**County: Effingham County** 

Program: HCBS Nutrition/Wellness

Month/Year FY2025

Service: HCBS-Home Delivered Meals

Fund Source: Title III C2 -Home Delivered Meals

% of Year Completed 8.33%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$9.54	0.00	0.00	8,595	8,595	0.00%

Unexpended % of Budget Balance YTD Expense **Budget Current Month Expenditure Category** 0.00% \$82,000.00 \$82,000.00 \$0.00 \$0.00 **Unit Cost Expense Summary** 0.00% \$7,800.00 \$0.00 \$0.00 \$7,800.00 Less Cash Match \$4,000.00 0.00% \$4,000.00 \$0.00 \$0.00 Less Program Income #DIV/0! \$0.00 \$0.00 \$0.00 0.00% \$70,200.00 \$70,200.00 \$0.00 \$0.00 **Net Expenditures** 

				Unexpended	
Revenue Category	Current Month	YTD Revenue	Budget	Balance	% of Budget
Federal (85%)	\$0.00	\$0.00	\$66,300.00	\$66,300.00	0.00%
State (5%)	\$0.00	\$0.00	\$3,900.00	\$3,900.00	0.00%
Match (10%)	\$0.00	\$0.00	\$7,800.00	\$7,800.00	0.00%
Program Income	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
1 Togram moonie	\$0.00	\$0.00		\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$82,000.00	\$82,000.00	0.00%

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

**Contractor Name: Effingham County Commissioners** 

**County: Effingham County** 

Program: HCBS Senior Center

Month/Year

FY2025

Service: HCBS Congregate 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
\$10.26	0.00	0	807	807	0.00%

				Unexpended	
Expenditure Category	Current Month	YTD Expense	Budget	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%

				Unexpended	
Revenue Category	Current Month	YTD Revenue	Budget	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%

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

**Contractor Name: Effingham County Commissioners** 

**County: Effingham County** 

Program: HCBS - Senior Centers

Month/Year FY2025

Service: Congregate Meals

Service. Congregate means

Fund Source: Title III C1 - Congregate Meals

% of Year Completed 100.00%

	Current Month		Units	Unexpended	
Cost Per Meal/Unit	Units	YTD Units	Budgeted	Units	% of Budget
\$10.26	0.00	0.00	7,078	7,078	0.00%

				Unexpended	
Expenditure Category	Current Month	YTD Expense	Budget	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%

				Unexpended	
Revenue Category	Current Month	YTD Revenue	Budget	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%
1108.4	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$72,615.89	\$72,615.89	0.00%

RDC USE ONLY	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 Re- imbursement:	Designated DAS Staff: (Title, Section)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	ΝΆ	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 that 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	NIA	NA	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 effectively and efficiently meet the needs of older persons.
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	NA	N/A	Line Item	NIA	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.  Note - The service of ADRC Information and Assistance includes the service of Community Options Counseling.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	Adult Protective Services (APS)	A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.
ADULT PROTECTIVE SERVICES	Intake	1 contact	Individual	ΝΆ	Adult Protective Services (APS)	A service to receive reports of alleged abuse, neglect, exploitation and/or seir neglect of disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation, provide intervention (limited telephone case management), or for information and referral.

# DIVISION of AGING SERVICES

# Taxonomy of Services Definitions

			I avoilor	I daviding of Service	Tool Downer	
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 Hour	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	HCBS - CAREGIVER Health Promotion/Disease SERVICES	1 Session	Group	Unit Cost	p pe	The provision of activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Activities may 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	Nutrition & Evidence Based Programs Manager, 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	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.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to caregivers 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 - CAREGIVER SERVICES	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 - CAREGIVER SERVICES	Material Aid - Other - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by caregivers 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 - CAREGIVER SERVICES	Outreach	1 Contact	Individual	Line Item	Caregiver Services Specialist, 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.

# DIVISION of AGING SERVICES

Taxonomy of Services Definitions

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HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering or 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	LC Team Lead & Case Management, 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	LC Team Lead & Case Management, 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	BRI 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
HCBS - CASE MANAGEMENT	Case Management	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Short-term assistance on behalf of an older person or caregiver who is experiencing immediate risk to health and safety, is at high risk of institutional placement, or has complex needs across multiple domains of care. Activities of case management include such practices as comprehensive assessment, often across multiple domains; and developing and monitoring short-term care plans. Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.
HCBS - CASE MANAGEMENT	Case Management Brokering	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	The conflict-free assessment of a consumer (preferably face-to-face) to determine eligibility or appropriateness for services, the recommendation of service(s) and frequency, and the periodic rescreening of that consumer to determine ongoing eligibility or appropriateness for services.
HCBS - CASE MANAGEMENT	Support Options Coordination	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Providing skills training and support to consumers in meeting their responsibilities as participants in the consumer-directed model of services, including training, coaching, and providing technical assistance to consumers to assist them in using their budgets correctly and avoiding overspending.
HCBS - EVIDENCE BASED SERVICES	Aging Mastery Program	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	The Aging Mastery Program® (AMP) is a signature program of the National Council on Aging (NCOA). NCOA created Aging Mastery as a guide to building a playbook for aging well and making the most of the gift of longer life. The program provides a comprehensive and fun approach to positive aging by focusing on key aspects of health, finances, relationships, personal growth, and community involvement. One workshop equals 10 sessions/classes. A completer is one participant who attends 7 of the 10 sessions/classes. One completer is required for reimbursement for the workshop.

# DIVISION of AGING SERVICES

# Taxonomy of Services Definitions

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HCBS - EVIDENCE BASED SERVICES	CDSME - Diabetes	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable C Communities	Chronic Disease Self-Management Education (CDSME)A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions. One workshop equals to 6 weeks of 2.5 hour sessions/classes once per week. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - EVIDENCE BASED SERVICES	CDSME - Tomando	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs & Manager, Livable Communities	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.
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Matter of Balance	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based the Programs Manager, Livable sommunities	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 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. One workshop equals to eight 2-hour least five of the eight sessions, classes, either once per week for eight weeks or twice a week for four weeks. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Tai Chi	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	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. One workshop equals to 8 sessions/classes. A completer is one participant who attends 5 of 8 sessions/classes. One completer is nee participant who attends 5 of 8 workshop. Or one workshop equals to 12 sessions/classes. A completer is one participant who attends 8 of 12 sessions/classes. One completer is required for reimbursement for the workshop.

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HCBS - EVIDENCE BASED SERVICES	Map Habit	1 Contact	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Map Habit organizes habits, routines, and tasks into visual maps. They are interactive and engaging step-by-step how to guides that help members complete a daily activity on their own, or with help from a support partner or caregiver.
HCBS - EVIDENCE BASED SERVICES	ONIN	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based in Programs Manager, Livable Communities	A 12-week strength training program, done virtually. This fitness program is based on the Science of Strength Training and consists of small-group, interactive Zoom™ classes taught by live instructors. One workshop is equal to twelve sessions/classes. A completer is one participant who attends 6 of the 12 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS-HCBS SERVICES	Adult Day Care	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling.
HCBS - HCBS SERVICES	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. Mobile Adult Day Care are services provided by staff who travel from a central location to an off-site location(s), primarily, but not limited to, rural areas.
HCBS - HCBS SERVICES	Adult Day Health	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health. Adult Day Health programs must have an RN or LPN present at all time.
HCBS - HCBS SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to information and assistance, health fairs, and presentations.
HCBS - HCBS SERVICES	Counseling - Group	1 Session	Group	Unit Cost	LC Team Lead & Case Management, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems offered in a group setting. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS-HCBS SERVICES	Counseling - Individual	1 Hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.

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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.
HCBS - IN-HOME SERVICES	Monitored Living Solution- Installation	Chit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the inhome caregiver.
HCBS - IN-HOME SERVICES	Monitored Living Solution- Monitoring	1 Month Service	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Monitoring of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the inhome caregiver.
HCBS - IN-HOME SERVICES	Personal Care	1 Hour	Individual	Unit Cost	In-Home Services: Specialist, Livable Communities	Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.
HCBS - IN-HOME SERVICES	Personal Care - Voucher	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.
HCBS - KINSHIP CARE	Care Receiver Supervision	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Watchful oversight for care receivers while kinship caregiver participates in other program activities
HCBS - KINSHIP CARE	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to health fairs, presentations, and caregiver conferences.
HCBS - KINSHIP CARE	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 - KINSHIP CARE	Counseling - Individual	1 Hour	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       Tutoring       1 Session         HCBS - NUTRITION SERVICES       Delivered Meals       1 Meal         HCBS - NUTRITION SERVICES       Home Delivered Meals - 1 Meal       1 Meal         HCBS - NUTRITION SERVICES       Nutrition Counseling       1/4 hour         HCBS - NUTRITION SERVICES       Nutrition Education       1 Session         HCBS - NUTRITION SERVICES       Nutrition Education       1 Meal         HCBS - SENIOR CENTERS       Congregate Meals       1 Meal				
Disaster Services - Home Delivered Meals Home Delivered Meals - Voucher Voucher Nutrition Counseling  Nutrition Education  Congregate Meals	sion Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages.
Home Delivered Meals  Home Delivered Meals  Voucher  Voucher  Nutrition Counseling  Nutrition Education  Congregate Meals	eal Individual	Unit Cost	Nutrition & Evidence Based r Programs Manager, 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. Used only for services provided during disaster relief.
Home Delivered Meals - Voucher  Nutrition Counseling  Nutrition Education  Congregate Meals	eal Individual	Unit Cost	Nutrition & Evidence Based r Programs Manager, 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.
Nutrition Counseling  Nutrition Education  Congregate Meals	leal Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A voucher provided for 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.
Nutrition Education Congregate Meals	hour Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
Congregate Meals	Individual or Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log.
	neal Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, 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.
HCBS - SENIOR Congregate Meals - 1 Meal Voucher	leal Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, 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 Disaster Services - 1 Meal Centers Congregate Meals	Aeal Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, 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.

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HCBS - TRANSPORTATION	Transportation (DHS Unified)	1 One-Way Trip or hourly rate for group trips	N/A	Line Item	LC Team Lead & Case Management, Livable Communities	Provision of DHS Unified transportation as a means of transporting clients from one location to another. Only allowable for funding designated for DHS one location to another. Unified Transportation.
MDSQOPTIONS	MDSQ Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	An interactive decision support process whereby consumers, along with designated members of their circles of support, are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances.  Service is provided face-to-face.
MFP TRANSITION COORDINATION	MFP - Transition Coordination	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community.  Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
NURSING HOME TRANSITION	Nursing Home Transitions	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a prescribed Care Plan and maintains support for 365 days after day of transition.
OPTIONS	Community Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Options Counseling Specialist, Access to Services	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 consumer's needs, preferences, values and individual circumstances for individuals currently residing in the community and is provided either face-to-face or by phone. <b>Note - This must</b> be budgeted under the service of ADRC Information and Assistance.
PUBLIC GUARDIANSHIP OFFICE	Guardianship	ΝΑ	Individual	N/A	N/A	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
SCSEP	SCSEP	1 Enrollment	Individual	Line Item	SCSEP Coordinator, Livable Communities	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.

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

Completed by Contra	ictor.			, , , , , , , , , , , , , , , , , , ,
For the period of:	Date:	To Date:		
Name of Contractor: _			Program Officer, DHS	S:
Specify Type of Certi	fied Costs:			
Certified Costs:			Non-Cash Match:	
Specify Type of Prog	ram			
Type of Program:			Contract #:	
Identification #:			Control #:	
Name of Provider: Address of Provider:				
Manager 1				
			_	
Costs Detailed:				
Personnel:				
Name	Title	Salary/Benefits	%of Time	Applicable Amount
	•			
			Subtotal	
Detailed Other Costs: Local Cash Match				
with the requirements and of accounting records relati	conditions of the appli ive to these certified c	certified costs and/or non-cas icable federal or state progran costs that specifically identifie	n. I further certify that my c s each specific detailed tra	office has available a set
federal or state program an	d that these records a	re available to DHS or federal	auditors to review.	
Date:		Signature	<b>3</b> :	
		Title:		

PI 156 Revised Form 5215

### 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.
- 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).
- 3. Contractor warrants that only individuals designated by title or name on Appendix G-1 and Appendix G-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
- 4. Contractor warrants that the individuals listed by title on Appendix G-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to G-1

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- 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 Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
  - G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt,

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 respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- 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:
    - 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.

### B. Effect of Termination.

i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS

### **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:

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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**

Please initial beside the correct option. Please select only one option.
Contractor <b>DOES NOT</b> need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.
Contractor <b>DOES</b> 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 <u>**DOES**</u> 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 <a href="mailto:privacy@dhs.ga.gov">privacy@dhs.ga.gov</a> and <a href="mailto:shirlan.johnson@dhs.ga.gov">shirlan.johnson@dhs.ga.gov</a>, as well as AAA HIPPA Privacy Officer <a href="mailto:adowling@crc.ga.gov">adowling@crc.ga.gov</a>, 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, Austin Dowling.

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY Personnel Spreadsheet SFY 2025

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# DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY Support Spreadsheet SFY 2025

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DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY Support Spreadsheet SFY 2025

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# DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY Support Spreadsheet SFY 2025

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PROPOSED ANNUAL EXPENSES  (Select Line Item from DAS Chart of Accounts)		General Administration COST POOL	Shared Building Space COST POOL	Chent/Meal Transportation COST POOL	Support COST POOL	Congregate Meals Management Only		Congregate Meals Management Costs Only Only	inini n	All Other
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147 Section above)						\$4.78				\$0.00
148 POTENTIAL UNIT COST										

			DHS - Div	ision of Ag	DHS - Division of Aging Services						
				FY25-P							
SFY: 2025											
AAA: Coastal Georgia Region AAA										2.71	
Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income (	Other Source	Total Amount	Units	Cost	Served #
Provider: Effingham County Senior Citizens Center	or Citizens Ce	enter									
Pre	dram: HCBS-	Program: HCBS - Nutrition Services	ices								
Service: Home Delivered Meals							HCB	HCBS - Nutrition Services	S		
CRA - HCRN State (Linit Cost)	80.00	\$21,701.00	\$21,701.00	\$0.00	\$21,701.00	\$0.00	\$0.00	\$21,701.00	2,275	\$9.54	თ
NSIP - State (Unit Cost)	\$0.00	\$26,840.00	\$26,840.00	\$0.00	\$26,840.00	\$0.00	\$0.00	\$26,840.00	2,813	\$9.54	17
OAA Title III C2 - Home Delivered Meals	\$66,300.00	\$3,900.00	\$70,200.00	\$7,800.00	\$78,000.00	\$4,000.00	\$0.00	\$82,000.00	8,595	\$9.54	34
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۵.	rogram: HCBS	Program: HCBS - Senior Centers	ers								
Service: Congregate Meals							유	HCBS - Senior Centers			
CBS - HCBS State (Unit Cost)	\$0.00	\$9,130.00	\$9,130.00	\$0.00	\$9,130.00	\$0.00	\$0.00	\$9,130.00	890	\$10.26	4
NSIP - State (Unit Cost)	\$0.00	\$13,734.00	\$13,734.00	\$0.00	\$13,734.00	\$0.00	\$0.00	\$13,734.00	1,339	\$10.26	Ω
OAA Title III C1 - Congregate Meals (Unit	\$56,963.60	\$3,350.80	\$60,314.40	\$6,701.60	\$67,016.00	\$5,600.00	\$0.00	\$72,616.00	7,078	\$10.26	78
Cost) Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,218.60	\$7,218.60	704	\$10.26	m
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Provider Total:	\$123,263.60	\$78,655.80	\$201,919.40	\$14,501.60	\$216,421.00	\$9,600.00	\$13,114.80	\$239,135.80	24311		97



Code of Conduct Compliance Questionnaire for Employees of Subrecipients/Subcontractors

Amended: 8/23/2012

6. During fiscal \_24\_, 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 \_24\_?

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, \_24\_. (If there are no persons or entities to be listed, so indicate by writing "NONE" in the first space provided below.)

Name of Person /Entity	Nature of Relationship/Outside Activity

### **Political**

9. In fiscal \_24\_, 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 \_24\_ 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 24 ?

Yes No

12. In fiscal \_24\_, 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) <u>Level One Sanction</u> 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) <u>Level Two Sanction</u> 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) <u>Level Three Sanction</u> 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) <u>Level Four Sanction</u> 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) <u>Certified</u> When used in conjunction with performance measure testing, describes having obtained acceptable results, within parameters established by the CRC, for data tested.
- (d) <u>Discretionary funds</u> 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 nonprofit 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 <u>not</u> to be life threatening;
  - (3) within seven (7) work days for all other reports or risks identified.

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. <sup>2</sup>

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

Effective Date: July 2024

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

See note 1.

### **Contract Amendment Correspondences**

### Security and Immigration Compliance Affidavit

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned contractor 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 on behalf of the Coastal Regional Commission 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization	on User Ide	entification	Number (E-verify	Number)
Date of Authorization				
Name of Contractor	<u></u>			
I hereby declare under the	penalty of	perjury that	nt the foregoing is t	rue and correct.
Executed on,	, 202_	in	(City), _	(State).
Signature of Authorized O	fficer or A	gent		
Printed Name of Authorize	ed Officer	or Agent		
Title of Authorized Office	r or Agent			
Date				
SUBSCRIBED AND SW		ORE ME C	ON THIS THE	DAY OF
Notary Public				
My Commission Expires:				

M - 1 rev. 8/12/19



FY2025 - Coastal Regional Commission Division of Aging Services - Multi-Funded

Brian P. Kemp Governor



Candice L. Broce Commissioner

### **Georgia Department of Human Services**

Aging Services | Child Support Services | Family & Children Services

### NOTICE CONCERNING CRITICIAL 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: <a href="http://dhs.georgia.gov">http://dhs.georgia.gov</a>, Navigate to "Divisions & Offices",

scroll to "Office of Inspector General" and click "online form".

Address: 47 Trinity Avenue, SW Atlanta, Georgia 30334