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

WHEREAS, the CONTRACTOR has represented to the CRC AAA its ability and interest in providing services to the elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The CONTRACTOR agrees:

1. That the CONTRACTOR may move and/or close service delivery sites during the term of this contract only with the prior written approval of the Executive Director of the CRC.

2. That the CONTRACTOR will deliver the services described in Annex A.

3. That reimbursement of Title III funds for the first quarter (July, August, and September) of this contract year is limited to 25% of total federal and state funds as indicated in Annex A.

4. That reimbursement (unit cost or line item) will be as specified in Annex A.

5. That reimbursement for all services provided under this contract are performance based, to include quality of services, compliance, and/or the number of units served. CONTRACTOR also agrees that the CRC AAA may withhold reimbursement for low, poor, and/or non-compliance performance and if satisfactory explanations are not provided regarding the provision of units and/or services and the ratio of dollars expended.

6. That the CRC AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the CRC AAA is satisfactorily completed by the CONTRACTOR and received by the CRC. **PARA #206** Programmatic Report Submissions and **PARA #207** Expenditure Report Submissions of this contract provide report submission requirements.

7. That the CONTRACTOR will disclose any agreements between CONTRACTOR and clients receiving services under this contract.

8. That program income (contributions from participants) will be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting form for the same month in which it is contributed. The amount of the program income will be deducted from the CONTRACTOR'S monthly payment. Program income must be tracked separately.

9. That donations from individuals, agencies, organizations, churches, and other entities must be expended in the manner and in the time frame as specified by the donating individual or group. The receipt of these additional funds must be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting

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. <u>The CRC will:</u>

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.

2. Provide technical assistance, guidance, consultation, management support and other necessary support.

3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier under other provisions of this contract.

PARA #103: DEPARTMENT AND CONTRACTOR CONTACT INFORMATION

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the Coastal Regional Commission (CRC) and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the CRC office representatives or by the CONTRACTOR.

1. The CRC mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

   Coastal Regional Commission
   1181 Coastal Drive, SW
   Darien, GA 31305
   Telephone #: (912) 514-1620

2. The CONTRACTOR's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

   Mark W. Barnes, Finance Director
   Effingham County Commission
   804 South Laurel St.
   Springfield, GA 31329
   912-754-2413

B. Mailing Address for Contract Payments: The CONTRACTOR's mailing address for all contract payment checks or remittance advice is:

   Mark W. Barnes, Finance Director
   Effingham County Commission
   804 South Laurel St.
   Springfield, GA 31329
   912-754-2413

PARA #104: NONDISCRIMINATION BY CONTRACTORS AND SUB-CONTRACTORS

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws,

rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, disability, sexual orientation, gender identity, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and the CRC.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. SUBCONTRACTOR COMPLIANCE The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy and procedures 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 45-10-29, 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

monetary value from suppliers, or potential suppliers, including subcontractors under this contract.

No officer, employee, or agent of the CONTRACTOR shall participate in the selection, award, or administration of a procurement supported by Aging funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:

1. the officer, employee, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. a person or organization which employs, or is about to employ, any of the above.

C. OFFICIALS NOT TO BENEFIT: No member of or delegate to a State or area Advisory Council shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

D. ANTI FRAUD PROCEDURES: The CRC maintains a high standard of integrity and ethics in the performance of its duties. The CRC Council has adopted an Antifraud Program which includes, among other standard procedures, the annual completion of a Code of Conduct Compliance Questionnaire by each of the employees of the CRC and each of the employees of each sub recipient/subcontractor of the funds/programs we manage for DHS and other governmental agencies. All contractors; employees must annually complete The Code of Conduct Compliance Questionnaire in Annex J attached hereto.

PARA #107: CONTRACT MODIFICATION/ALTERATION

A. Bilateral modification may occur as needed when such modification is requested in writing and signed by both parties and affixed to this contract as an amendment indicating the CRC's AAA contract number involved and the paragraph(s) being modified or superseded.

B. Unilateral modification by the CRC's AAA may occur 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) are reduced during the term of this contract, the CRC has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. A certification by the CRC's Executive Director of the occurrence of either of the reductions stated above shall be conclusive.

C. Unilateral modification by the CRC's AAA may occur in cases of non-compliance,

unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.

D. Unilateral modification by the CRC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC's AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108: CRC RIGHT TO SUSPEND CONTRACT

The CRC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the CRC that the CONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CRC, in the programmatic performance or service delivery.

PARA #109 :SEVERABILITY

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

PARA #110: TERMINATION

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

B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the CRC for failure of the CONTRACTOR to perform any of 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

date of written notice of termination. Upon termination of this contract, the CONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. CONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the CONTRACTOR's assets begins.
2. CONTRACTOR or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. CONTRACTOR or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
4. CONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 113 of this agreement.
5. A voluntary or involuntary bankruptcy petition is filed by or against the CONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the CONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the CONTRACTOR.
8. The CRC deems that such termination is necessary if the CONTRACTOR or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. CONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

PARA #111: COOPERATION IN TRANSITION OF SERVICES

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by the CRC or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CRC. This will include but not be limited to the transfer of the

consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CRC and/or the Department of Human Services. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the CRC and/or DHS immediately and shall become the property of the CRC and/or DHS.

PARA #112: FORCE MAJEURE

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the CONTRACTOR from its liability for work performed by any subcontractor. If the services to be provided to the CRC are interrupted by a force majeure event, the CRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

A. The state and federal government, the Department of Human Services, and the CRC shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. The CONTRACTOR agrees that the CRC and/or the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

C. The CRC and the Georgia Department of Human Services Division of Aging Services shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of this 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 as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The CRC will provide the CONTRACTOR with a report of any findings and recommendations and may require the CONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the CONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the CRC.

PARA #114: COLLECTION OF AUDIT EXCEPTIONS

The CONTRACTOR agrees that the CRC may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The CONTRACTOR may also repay the CRC for the total exception by check.

PARA #115: SUBCONTRACTS

A. The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of the CRC.

B. The CONTRACTOR agrees to reimburse the CRC for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract, which are delegated, to the subcontractor.

C. If the CONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the CONTRACTOR agrees to include the following in each subcontract:

    1. Stipulations that the subcontractor is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.

    2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost, including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.

D. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will

constitute a separate breach by the CONTRACTOR in which case the CRC and/or DHS may pursue appropriate remedies as a result of such breach.

PARA #116: PUBLICITY

A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC's name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the CRC..

B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHSOffice of External Affairs, Office of Communication 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 Office of External Affairs, Office of Communication 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.

C.

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

A. Inventions and patents. The CONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts, in writing, promptly and fully to the CRC. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department of Human Services will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. Copyrights. 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 otherwise use and to authorize others to use the work for government and departmental purposes.

C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the Department of Human Services on disk or electronically.

PARA #118: CONSULTANT/STUDY CONTRACT

A. The CONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the CRC and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.

B. The CONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Human Services Policy 7901, Protection of Human Subjects.

C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the CRC and the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #119: CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The CONTRACTOR is responsible for ensuring that subcontractors are appropriately licensed.

C. The CONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120: INSURANCE

The following requirements shall be adhered to by Contractors throughout the duration of the contract, and as may otherwise be specified herein. Contractors shall procure and maintain insurance that shall protect the Contractor and the CRC from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the contract. Contractor shall procure the insurance policies at its own expense and shall furnish and be on file with the CRC an insurance certificate of the coverage required in this section listing the CRC as certificate holder. The insurance policy shall also name the CRC as an

additional insured. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; name of the insurance company (Licensed to operate in Georgia); and a description of the coverage in detailed standard terminology; and an acknowledgement that notice of cancellation is required to be given to the CRC. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the contract:

A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

B. Commercial General Liability Policy (Occurrence) to include contractual liability. $1 million per occurrence/$3 million dollar aggregate policy limits.

C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. $1 million per occurrence/$3 million dollar aggregate policy limits.

D. Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. $1 million per occurrence/$3 million aggregate policy limits.

E. Commercial Umbrella Policy (Occurrence). An umbrella policy may cover the aggregate policy limits required herein. There must be no gap between the $1 million and $3 million dollar policy limits and the umbrella policy must follow the form of the underlying $1 million primary policy.

The Contractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least ten (10) days prior written notice has been given to the Department. Certificates of Insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Department. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof. At all times, coverage shall be within limits acceptable to the Department.

PARA #121: DRUG FREE WORKPLACE

A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If CONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

   1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and

   2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (CONTRACTOR's Name), (Subcontractor's Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

   1. The CONTRACTOR has made false certification hereinabove; or

   2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #122: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED T0 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 occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

    i. A cumulative increase of $25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
    ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
    iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

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

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

    The CONTRACTOR shall require that the prohibitions and requirements of this paragraph 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.

B. CONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such

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

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

PARA #123: CRIMINAL HISTORY INVESTIGATIONS

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 Idemia-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at https://ga.state.identogo.com/ and follow the instructions provided on the website.

A. For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Idemia-GAPS system. Contractors must register with the GAPS at https://ga.state.identogo.com/ 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:

1. Persons employed in day-care centers, group day-care homes, family day-care 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 #124: AIDS POLICY

A. CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide, or cause to be provided, appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

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

PARA #125: INDEMNIFICATION

CONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, CRC, DOAS, and their officers and employees (collectively "indemnitees") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, attorneys' fees caused by growing out of, or otherwise happening in connection with, this Contract, due to any act or omission on the part of CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on CONTRACTOR's behalf, or due to any breach of this Contract by CONTRACTOR (collectively, the "Indemnity Claims").

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

If, and to the extent, such damage or loss as covered by this indemnification is covered by

the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the CONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the CONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

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

PARA #126: 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 #127: 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,, 47 Trinity Ave. SWD, Atlanta, GA 30334 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.

D. In the event that contract is terminated prior to expiration or is not renewed, CONTRACTOR agrees to properly dispose of all state property as follows:

1. Prepare Form 5086, Equipment Status Change Form, listing all state equipment in the CONTRACTOR's possession and send this form to the CRC for final disposal determination; and
2. Upon notification by the Office of Facilities and Support Services, CONTRACTOR agrees to transport the state property to the designated State surplus facility. Expenses incurred by the CONTRACTOR in transporting this equipment may be charged to the terminated contract.

The CRC property coordinator will confirm, by written notification to the Office of Facilities and Support Services, that all surplus property listed on completed Form 5086 has received proper disposition.

PARA #128: DOCUMENTATION OF RENT COST

A. All CONTRACTORs budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).

B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Circular A-87.

PARA # 129: HOLD HARMLESS CLAUSE

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

PARA # 130: VIOLATIONS OF THIS CONTRACT

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

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

PARA # 131: SAFE FACILITIES

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

PARA #132: 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

- Processor speed of 2.0 GHz or higher; multi-core processor preferred
- Minimum of 8 GB RAM
- Minimum screen resolution of 1280 × 1024
- Windows 11 or another currently supported operating system compatible with WellSky
- Microsoft Edge (Chromium) or one of the two latest versions of Google Chrome
- A supported version of Microsoft Office
- Adobe Reader, Nitro PDF Reader, or another compatible PDF reader, as needed
- Reliable high-speed internet access sufficient to support WellSky and other agency operations
- Appropriate keyboard, mouse, monitor, and printing capabilities necessary for program operations
- Current operating-system, browser, security, and software updates and patches

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.

CONTRACTOR comply with any updated computer configuration requirements subsequently issued by DAS or WellSky.

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 # 133: 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 negative impact on them. Each client must be informed of his/her right to make such complaints and of the procedures for filing such complaints prior to the beginning of service delivery.

PARA #134: CLIENT APPEAL PROCEDURES

CONTRACTORs shall ensure that written appeals procedures are established for use by each service provider program/site. These procedures shall provide all clients or their advocates with the opportunity to appeal provider staff decisions concerning the provision of services, including, but not limited to, the initiation or termination of services, and increases or decreases in service levels. The intent of these procedures must be to assure client satisfaction with the services provided and it is the responsibility of the service provider to give specific consideration to the clients' concerns.

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

PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

A. The contract allocation attached to this contract as Annex I is made a part of this contract.

B. The CONTRACTOR agrees that the CRC will be provided a cost allocation plan as part of the Budget should the CONTRACTOR provide any service other than those specified in this contract.

C. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.

D. Any program income generated as a result of this contract activity shall be expended as an additional cost alternative.

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

F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.

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

   1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.

   2. October 1 through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

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, , CBS, CKOF- Additional Costs Alternative, Deduction Alternative, or combination.
Title III, SSBG, and other Older American Act programs - 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 approved line item at Area Agency on Aging levels. Note: Area Agency on Aging has authority to approve sub-CONTRACTOR budget revisions.

C. Within 30 days from the date of receipt of a request for budget revision requiring a contract amendment, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of 30 days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.

D. CONTRACTOR is expected to forecast the number of clients to be served by fund source by site at the beginning of the contract period. In addition, CONTRACTOR should access financial and programmatic reports monthly from the Georgia DDS system in order to properly manage budgets and expenditures. Failure to expend

funding in a timely manner may result in a reduction in contract amount.

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

A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 75.362 and 75.372 (b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this contract, a current copy of which the CONTRACTOR acknowledges has been previously received and that it has been reviewed and is understood. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:

   1. Cash Contributions: Cash contributions represent the CONTRACTOR's cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.

B. The state and federal term "in-kind match" is synonymous and is defined below:

   1. In-Kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.
   2. The following requirements pertain to the CONTRACTOR's Supporting records for in-kind contributions from private organizations and individuals:

      a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
      b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.

C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.
D. The CONTRACTOR agrees to submit a monthly-certified cost report, DHS Form #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 used will be provided by the CRC as listed in Annex D. The CRC cannot guarantee payment for untimely submissions made more than 45 days after the monthly submission date.

The CONTRACTOR further agrees to submit the "Final Supplemental" expenditure report on this contract, if required, not later than thirty (30) calendar days following the contract termination date. Any reimbursement request submitted after said thirty (30) days will not be paid by the CRC.

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

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

PARA #208 INFORMATION & REFERRAL POLICIES:

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

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

PARA #209 PROVIDER TRAINING:

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

PARA #210: SERVICE AREA

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

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.

D. Fair Labor Standards Act of 1938, as amended.

E. Georgia Division of Aging Services programmatic policies and procedures, Standards and Guidelines for Area Agencies on Aging, as Amended.

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

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

H. 45 CFR Part 92

I. Federal Programmatic Regulations:

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

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

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

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

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

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

Contractors that expend $750,000 or more in Federal funds during their accounting year agree to have a single entity-wide audit conducted for that year in accordance with the provisions of the with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending $100,000 or more in State funds during their accounting 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. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least $25,000 but less than $100,000 in Federal/State funds during their accounting year agree to prepare unaudited entity-wide financial statements for that year. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 -

External Entities Audit Standards and Sanctions.
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 contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

PARA #304: ENTIRE UNDERSTANDING

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

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:

Signature – Authorized Person

Printed Name and Title

Printed Name of Agency

Date Signed

CRC EXECUTION:

Signature – Executive Director

Dionne Lovett, Executive Director
Printed Name and Title

9.9.2026
Date Signed

Signature – CRC Council Chair

Rosa Romeo, CRC Council Chair
Printed Name and Title

9/9/2026
Date Signed

Contract # 2027-08

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, 2026, through June 30, 2027

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)

II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Effingham County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants and deliver a noon meal to participants of the home delivered meals (HDM) program.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)

2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)

3. To serve **10,255 congregate meals,** a minimum of 5,000 congregate meals (units) at the center annually

4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.

5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activates daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

6. To offer planned activities in offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer's Awareness Month).

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 **12,884 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).

Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. Service Area

The service area is Effingham County, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

F. Food Service and Delivery

Under a sub-contract arrangement, meals are prepared on a daily basis at the Effingham County Prison kitchen and are delivered to the senior center locations. Contractor staff at the senior center will be responsible for keeping food at the appropriate temperatures. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

The Food Service Manager at the Effingham County Prison is also responsible for individual packaging and delivery of home delivered meals to participants in the Home Delivered Meals program. The Prison will provide packaging material and will employ at least one staff person to deliver meals to the senior center and ensure that the state-required "holding" time of four hours is met. The last home delivered meal must be delivered (and the last congregate meal served) within four hours of food preparation. Volunteers should also be used to assist with meal packaging and/or delivery.

Contractor staff and any sub-contractor preparing, storing, or distributing meals must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are

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.

I. Intake/Registration and Assessment/Reassessment

Contractor staff is responsible for registering clients into the DAS Data System once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each congregate and home delivered meals client. The file will contain all pertinent forms and information related to the participant.

When a client's services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an alert note in the client's DDS record indicating the date of and reason for the termination, within (5) five business days after notification of client death or service termination.

J. Outreach Activities

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

K. Additional Contractor Staff Responsibilities

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)
b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.
c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.
d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.
e. Attend training sessions scheduled by the AAA or the Division of Aging Services
f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of up-to-date client demographic data for congregate and home delivered meals participants.

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

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

L. Site Council

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

M. Availability of Technical Assistance

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

III. PROJECT MANAGEMENT

A. Program Management System

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

Senior Center Director/Site Manager - 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

and monthly reports. Maintains client files. Attends training provided by Coastal Georgia AAA. He/she will work approximately 2080 hours on this project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission. Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate and home-delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section IIIF of this Annex A. The CRC reserves the right to request other supporting documentation. The Contractor will review and ensure that the report, logs, and supporting documentation are correct, accurate, and in agreement, prior to submission. Incorrect or inaccurate monthly submissions will not meet the terms of this contract, will not be considered a timely submission, and will not be accepted for payment until corrected. Payment for untimely submissions will be made at the discretion of the CRC. The CRC cannot guarantee payment for untimely submissions made more than 45 days after the original submission due date.

D. Fund Source(s) and Match Requirements

Title III (C1) Older Americans Act funding requires a local match of 10%. Social Service Block Grant (SSBG) funding requires a local match of 12%. AoA Nutrition Services Incentive Program (NSIP) and Community Based Services (CBS) funding does not require a local match.

The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1) expenditures and not less than 12% of the total monthly SSBG expenditures. (See Annex I)

E. Budget

The total amount of this contract is **$266,271.71** including local match, program income and other local funds.

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

- **$10.65 for congregate meals**
- **$12.19 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 1321-1324; 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 Georgia Department of Human Services (DHS), 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

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

A. Which has been awarded a contract from the AAA to provide services; or,

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

3. "Adverse Action" means:

A. The denial of an application to provide services under an Area Plan on Aging; or,

B. The termination or nonrenewal of a contract or subcontract for provision of services under an Area Plan on Aging; or,

C. The termination or nonrenewal of a grant, subgrant, contract or subcontract for the provision of nutrition services with a service provider who was once a Title VII nutrition project service provider; or,

D. The denial of an application for designation as an Area Agency on Aging or

E. The withdrawal of designation as an Area Agency on Aging; or

F. The disapproval of an application for designation of a Planning and Service Area.

4. "State Unit on Aging" means the Georgia Department of Human Services (DHS), Division of Aging Services as identified in the State Plan on Aging. For purposes of these Hearing Procedures, the terms "State Unit on Aging" and "Division of Aging Services" are interchangeable.

5. "State Plan on Aging' means the plan developed by the State Unit on Aging and submitted to the Commissioner of the Administration on Aging as specified in Section 307 of the Older Americans Act of 1965, as amended.

6. "Area Agency on Aging" (AAA) means the organization designated by the State Unit on Aging in accordance with Section 305 (5) (C) of the Older Americans Act of 1965, as amended, and as identified in the State Plan on Aging.

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 Assistant Deputy Commissioner for the Georgia Department of Human Services' Division of Aging Services (DAS) or his/her designee.

9.

10. "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.

3. A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA's subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration

conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA's final decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Assistant Deputy Commissioner, Division of Aging Services, 47 Trinity Avenue, 1st Floor, Atlanta, Georgia 30334. The hearing will be held by the Assistant Deputy Commissioner or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

4. A. If the decision being appealed was made by the Division of Aging Services, then the aggrieved party must request, in writing, a reconsideration of that decision at the Division of Aging Services level within seven (7) calendar days of receipt of the adverse action. The Division of Aging Services shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved through reconsideration at the Division of Aging Services level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to the Assistant Deputy Commissioner, Division of Aging Services, 47 Trinity Avenue, 1st Floor, Atlanta, Georgia 30334. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

C. If the decision being appealed was made by the Division of Aging Services, the Assistant Deputy Commissioner shall designate a hearing officer from outside the Division of Aging Services to preside over the formal hearing.

5. The issue at the reconsideration conference shall be limited to whether or not the decision being appealed was reached in accordance with the applicable procedures and was within the scope of authority of the agency taking the action.

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," Georgia Department of Human Services (DHS), 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 Assistant Deputy Commissionerof 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 Georgia Department of Human Services. The decision of the Assistant Deputy Commissionerof 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 Assistant Deputy Commissioner, the Hearing Officer will issue a written recommended decision to the parties and to the Assistant Deputy Commissioner within thirty (30) calendar days of closure of the hearing record. The Assistant Deputy Commissionerof 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 Assistant Deputy Commissioner's decision will constitute the final administrative decision of the Department of Human Services, 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)

_____

_____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, 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.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS - Nutrition Services
Service: HCBS Home Delievered Meals
Fund Source: CBS - HCBS State

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$12.19	0.00	0	1,241	1,241	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$0.00	$0.00	$24,095.51	$24,095.51	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	$24,095.51	$24,095.51	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	$0.00	$0.00	$0.00	$0.00	#DIV/0!
State (100%)	$0.00	$0.00	$24,095.51	$24,095.51	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	$24,095.51	$24,095.51	0.00%

RDC USE ONLY	Vendor Code	Cost Code	Total
Contract Services	2509		
Reimbursement Amount			$0.00

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature Title Date

ANNEX E

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioner

County: Effingham County

Program: HCBS - Nutrition Services
Service: Home Delivered Meals
Fund Source: NSIP-State

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$12.19	0.00	0.00	2,528	2,528	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$ -	$ -	$ 26,836.52	$ 26,836.52	0.00%
Less Cash Match	$ -	$ -	$ -	$ -	
Less Program Income	$ -	$ -	$ -	$ -	#DIV/0!
	$ -	$ -	$ -	$ -	#DIV/0!
Net Expenditures	$ -	$ -	$ 26,836.52	$ 26,836.52	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal	$ -	$ -	$ -	$ -	#DIV/0!
State (100%)	$ -	$ -	$ 26,836.52	$ 26,836.52	0.00%
Match	$ -	$ -	$ -	$ -	#DIV/0!
Program Income	$ -	$ -	$ -	$ -	#DIV/0!
	$ -	$ -	$ -	$ -	#DIV/0!
Total	$ -	$ -	$ 26,836.52	$ 26,836.52	0.00%

RDC USE ONLY	Vendor Code	Cost Code	Total
Contract Services	2509		
Reimbursement Amount			$ -

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. In-kind form 5215 attached documents local sources applied.

Signature Title Date

Annex E

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Nutrition/Wellness
Service: HCBS-Home Delivered Meals
Fund Source: Title III C2 -Home Delivered Meals

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$12.19	0.00	0.00	8,229	8,229	0.00%
	0				

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$0.00	$0.00	$100,310.96	$100,310.96	0.00%
Less Cash Match	$0.00	$0.00	$9,631.10	$9,631.10	0.00%
Less Program Income	$0.00	$0.00	$4,000.00	$4,000.00	0.00%
	$0.00	$0.00		$0.00	#DIV/0!
Net Expenditures	$0.00	$0.00	$86,679.86	$86,679.86	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (85%)	$0.00	$0.00	$81,864.31	$81,864.31	0.00%
State (5%)	$0.00	$0.00	$4,815.55	$4,815.55	0.00%
Match (10%)	$0.00	$0.00	$9,631.10	$9,631.10	0.00%
Program Income	$0.00	$0.00	$4,000.00	$4,000.00	0.00%
	$0.00	$0.00		$0.00	#DIV/0!
Total	$0.00	$0.00	$100,310.96	$100,310.96	0.00%

RDC USE ONLY	Vendor Code	Cost Code	Total
Contract Services	2509		
Reimbursement Amount			$0.00

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature Title Date

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Senior Center
Service: HCBS HDM
Fund Source: Other

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$12.19	0.00	0	627	627	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$0.00	$0.00	$5,802.44	$5,802.44	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	$5,802.44	$5,802.44	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	$0.00	$0.00	$0.00	$0.00	#DIV/0!
State (100%)	$0.00	$0.00	$5,802.44	$5,802.44	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	$5,802.44	$5,802.44	0.00%

RDC USE ONLY	Vendor Code	Cost Code	Total
Contract Services	2509	0	
Reimbursement Amount			$0.00

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature Title Date

ANNEX E

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

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

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$10.65	0.00	0	807	807	0.00%

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

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	$0.00	$0.00	$0.00	$0.00	#DIV/0!
State (100%)	$0.00	$0.00	$19,130.00	$19,130.00	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	$19,130.00	$19,130.00	0.00%

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

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature Title Date

ANNEX E

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioner | **County: Effingham County**

Program: HCBS - Senior Centers | **Month/Year** FY2027
Service: Congregate Meals
Fund Source: NSIP-State | **% of Year Completed** 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$10.65	0.00	0.00	1,214	1,214	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$ -	$ -	$ 13,734.00	$ 13,734.00	0.00%
Less Cash Match	$ -	$ -	$ -	$ -	
Less Program Income	$ -	$ -	$ -	$ -	#DIV/0!
	$ -	$ -	$ -	$ -	#DIV/0!
Net Expenditures	$ -	$ -	$ 13,734.00	$ 13,734.00	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal	$ -	$ -	$ -	$ -	#DIV/0!
State (100%)	$ -	$ -	$ 13,734.00	$ 13,734.00	0.00%
Match	$ -	$ -	$ -	$ -	#DIV/0!
Program Income	$ -	$ -	$ -	$ -	#DIV/0!
	$ -	$ -	$ -	$ -	#DIV/0!
Total	$ -	$ -	$ 13,734.00	$ 13,734.00	0.00%

RDC USE ONLY	Vendor Code	Cost Code	Total
Contract Services	2509	33701/525	
Reimbursement Amount			$ -

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. In-kind form 5215 attached documents local sources applied.

Signature **Title** **Date**

Annex E

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS - Senior Centers
Service: Congregate Meals
Fund Source: Title III C1 - Congregate Meals

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$10.65	0.00	0.00	6,490	6,490	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$0.00	$0.00	$69,122.77	$69,122.77	0.00%
Less Cash Match	$0.00	$0.00	$6,352.28	$6,352.28	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	$57,170.49	$57,170.49	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (85%)	$0.00	$0.00	$53,994.35	$53,994.35	0.00%
State (5%)	$0.00	$0.00	$3,176.14	$3,176.14	0.00%
Match (10%)	$0.00	$0.00	$6,352.28	$6,352.28	0.00%
Program Income	$0.00	$0.00	$5,600.00	$5,600.00	0.00%
	$0.00	$0.00	$0.00	$0.00	#DIV/0!
Total	$0.00	$0.00	$69,122.77	$69,122.77	0.00%

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

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature Title Date

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Senior Center
Service: HCBS Congregate Meals
Fund Source: Other

Month/Year FY2027

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
$10.65	0.00	0	638	638	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	$0.00	$0.00	$7,210.05	$7,210.05	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	$7,210.05	$7,210.05	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	$0.00	$0.00	$7,210.05	$7,210.05	0.00%
State (100%)	$0.00	$0.00	$0.00	$0.00	#DIV/0!
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	$7,210.05	$7,210.05	0.00%

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

SIGNATURE AND CERTIFICATION:

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature Title Date

ANNEX E

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

ANNEX E

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	N/A	Activities associated with overall area agency operations. Includes, but is not limited to analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions 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	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home—and community-based services to 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	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service, or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 Contact	Individual or Group	Line Item	ADRC Team, Access to Services	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources. **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	N/A	Adult Protective Services (APS)	A service to receive reports of alleged abuse, neglect, exploitation and/or self 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

ADULT PROTECTIVE SERVICES	Investigation	1 contact	Individual	N/A	Adult Protective Services (APS)	For reports that meet criteria, the investigation is a service to determine if alleged abuse, neglect, exploitation, and/or self-neglect has occurred, report (except self-neglect) substantiated cases to the law enforcement, and prevent further maltreatment of the adult at risk.
DISASTER SERVICES	Congregate Meals	1 Meal	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.
DISASTER 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. Used only for services provided during disaster relief.
ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)	Elderly Legal Assistance	1 Hour1 Case1 Session	Staff Activity Logs	Line Item	State Legal Services Developer, Access to Services	Free legal representation, advice, and counseling for persons 60 and older
FSIU	Case Consultation, Technical Assistance	1 Person	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal & death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.
FSIU (EAP)	Information and Outreach	1 Session	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect & exploitation of older adults and adults with disabilities.
HCBS - CAREGIVER SERVICES	Aging Mastery Program	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, 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 is equal to ten sessions/classes.A completer is one participant who attends 7 of the 10 session/classes.One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

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	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	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

HCBS - CAREGIVER SERVICES	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. One workshop equals six weeks with one session/class per week. Completers are participants who attend 4 of 6 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	RCICaring for You, Caring for Me	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A 10-hour evidence-informed caregiver program, conducted in five two-hour modules, that addresses the needs of family and professional caregivers. Caregivers learn: ways of coping with caregiving; resources available and how to access them; ways to share common concerns and issues. One workshop equals five 2-hour sessions/classes. A completer is one participant who attends 4 of the 5 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	RCI Dealing with Dementia	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A four-hour workshop, paired with the comprehensive Dealing with Dementia Guide, a detailed workbook designed to help caregivers. The goal of the workshop is to increase dementia knowledge and improve the caregiver's confidence in their ability to provide care. One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	RCI REACH(Resources Enhancing Alzheimer's Caregiver Health)	15 min	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	RCI REACH serves family caregivers who assist a care partner with Alzheimer's disease or another type of dementia. The program uses a "coaching" model rather than the usual caseworker or classroom approach to supporting caregivers. During twelve visits to the family home over a period of six months, the coach and caregiver work together to identify which issues are causing the most difficulty and then develop strategies to overcome the challenges. Caregivers also receive training in stress management and coping with dementia behaviors.
HCBS - CAREGIVER SERVICES	Respite Care - In-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - In-Home - Voucher	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program,2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	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.

HCBS - EVIDENCE BASED SERVICES	BingoCize	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Bingocize ® is an evidence-based health promotion program that strategically combines the game of bingo, health education, and/or exercise. Trained leaders may select between separate 10-week workshops that focus on exercise-only, exercise and falls prevention, or exercise and nutrition. Each workshop includes a facilitator's script for each session, participants' materials, and "take home" cards for participants to complete exercises and tasks at home to reinforce the weekly health education information. Participants play Bingocize ® twice per week, with each 45-60-minute session consisting of exercises (range of motion, balance, muscle strengthening, and endurance exercises) and/or health education questions. Workshops can be delivered using a traditional in-person bingo game, along with printed curriculum facilitator and participants' materials. However, facilitators and participants are recommended to use a stand-alone online version, Bingocize ® Online, to play Bingocize ® in-person or remotely. This adds a fun, interactive technology component to the original game. One workshop equals 10-weeks with two 45 - 60 minute sessions/classes per week for a total of 20 sessions/classes. A completer is one participant who attends 16 of the 20 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - EVIDENCE BASED SERVICES	CDSME - CDSMP	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Chronic Disease Self-Management Education (CDSME) Chronic Disease Self-Management Program (CDSMP)A Stanford University (SMRC) evidence-based, train the trainer program held for two an a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more. One workshop equals 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 - CPSMP	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Chronic Disease Self-Management Education (CDSME) Chronic Pain Self-Management Program (CPSMP)The Chronic Pain Self-Management Program (online, synchronous) is an interactive group workshop delivered via Zoom or similar virtual platform for those living with chronic pain such as arthritis, backpain, neck pain, headache, or pelvic pain. Participants learn the skills to manage their pain on day-to-day basis: exercise, healthy eating, cognitive pain management, as well as how to deal with such concerns as fatigue, sleep problems, difficult emotions, weight loss, communicating with family, friends, and coworkers. Core self-management skills taught include action planning, problem solving and decision making. This service description specifies the target audience as "Adults, 18 years and older, living with chronic pain". For all services funded with Title IIID, the client must be 60 years of age or older. One workshop equals 6 weekly, 2.5-hour sessions/classes. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop

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HCBS - EVIDENCE BASED SERVICES	CDSME - Diabetes	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable 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 Programs Manager, Livable Communities	Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.One workshop equals to eight 2-hour 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 required for reimbursement for the 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.

HCBS - EVIDENCE BASED SERVICES	Geri-Fit Program	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Disease self-management support program. Designed exclusively for older adults, Geri-Fit helps rebuild strength that's been lost through the aging process. The progressive resistance strength training program uses bodybuilding techniques to increase strength. The program also incorporates range of motion exercises, stability and balance training, cardiovascular activity for heart health, and gait exercises to help improve walking. Geri-Fit helps ensure a higher level of function and improvement in activities of daily living as well as management of chronic diseases such as diabetes, heart disease, pain management, depression and more. There's no dancing, aerobics, or choreography to learn and participants never have to get on the floor. Most of the exercises are performed seated in chairs with a set of light dumbbell weights, however, participants have the option to do the exercises standing if they prefer. Each person is encouraged to work out at their own pace and fitness level. One workshop equals four weeks with two session/classes per week. A completer is one participant who attends 5 of 8 sessions/classes. One completer is required for reimbursement for the workshop. Or one workshop equals twelve weeks with two sessions/classes per week. A completer is one participant who attends 16 of the 24 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - EVIDENCE BASED SERVICES	Health Coaches for Hypertension Control	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Health Coaches for Hypertension Control consists of eight sessions delivered by Health Coaches using a scripted manual and visual aids. The 90-minute sessions include experiential learning strategies appropriate for those with health literacy challenges. Specific session topics include: Basics of Hypertension Control; Nutrition with emphasis on Dietary Approaches to Stop Hypertension (DASH); Physical Activity with emphasis on creating a personal physical activity plan; Tobacco Cessation; Stress Management; Medication Management; one session about developing short- term action plans and another on creating a long-term action plan. The Nutrition and Physical Activity sessions also include content on weight control. One workshop equals eight 90-minute sessions/classes. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop. OR A workshop equals two 90-minute sessions/classes per 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	Hospital Transition - Care Transitions Intervention	1 Person	Individual	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. **Note - Not MFP Eligible Clients**
HCBS - EVIDENCE BASED SERVICES	Hospital Transition - The Bridge Model	1 Person	Individual	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.

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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	VIVO	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based 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.

HCBS - HCBS SERVICES	Material Aid - Assistive Technology	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eyeglasses, dental care, and hearing aids. Services under AT involve selecting, designing, fitting, customizing, adapting, applying, maintaining, or donating (device reutilization program) assistive technology devices. Includes trial use and short-term loans of assistive technology. "Try before you buy" (device loan program) Coordinating and using necessary therapies, interventions, or services with assistive technology devices, such as therapies (occupational therapy, physical therapy, and nurses, etc.), interventions, or services associated with education and rehabilitation plans and programs.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology - Voucher	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A voucher is provided for any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eyeglasses, dental care, and hearing aids. Services under AT involve selecting, designing, fitting, customizing, adapting, applying, maintaining, or donating (device reutilization program) assistive technology devices. Includes trial use and short-term loans of assistive technology. "Try before you buy" (device loan program) Coordinating and using necessary therapies, interventions, or services with assistive technology devices, such as therapies (occupational therapy, physical therapy, and nurses, etc.), interventions, or services associated with education and rehabilitation plans and programs.
HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	1Contact/Completed Call with Client	Individual	Unit Cost	Social Isolation Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Homemaker - Voucher	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/Home Repair	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well- being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.

HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - IN-HOME SERVICES	Monitored Living Solution-Installation	Unit	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 in-home 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 in-home 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.

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HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. One workshop equals six weeks with one session/class per week. Completers are participants who attend 4 of 6 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - KINSHIP CARE	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for children in order to provide a period of relief or rest for kinship caregivers. Respite includes: 1) attendance of the child or children at a summer camp, 2) other types of short-term childcare settings that provide respite for the kinship caregiver. .**Note - Use this service for hourly reimbursement.**
HCBS - KINSHIP CARE	Respite Care - Out-of-Home - Other	Unit	Individual or Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for children in order to provide a period of relief or rest for kinship caregivers.Respite includes: 1) attendance of the child or children at a summer camp, 2) other types of short-term childcare settings that provide respite for the kinship caregiver. **Note - Use this service for reimbursements when the unit cost equals $1.00.**
HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Training	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.

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HCBS - KINSHIP CARE	Tutoring	1 Session	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.
HCBS - NUTRITION SERVICES	Disaster 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. Used only for services provided during disaster relief.
HCBS - NUTRITION 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 - NUTRITION SERVICES	Home Delivered Meals - Voucher	1 Meal	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.
HCBS - NUTRITION SERVICES	Nutrition Counseling	1/4 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.
HCBS - NUTRITION SERVICES	Nutrition Education	1 Session	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.**
HCBS - SENIOR CENTERS	Congregate Meals	1 Meal	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 CENTERS	Congregate Meals - Voucher	1 Meal	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 CENTERS	Disaster Services - Congregate Meals	1 Meal	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 - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.
HCBS - SENIOR CENTERS	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	The provision of activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - SENIOR CENTERS	Medications Management - Group	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Medications Management - Individual	1 Session	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Outreach	1 Contact	Group	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
HCBS - SENIOR CENTERS	Senior Recreation	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Individual clients documented. Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These
HCBS - SUPPORT OPTIONS	Support Options	1 Unit Received	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Consumer direction, or self-directed care, means an approach to providing services (including programs, benefits, supports, and technology) to assist an individual with activities of daily living, in which each individual plans, budgets, purchases, and controls services that they receive (including the amount, duration, scope, provider, and location of such services)
HCBS - TRANSPORTATION	Transportation - Individual	1 One-Way Trip	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.
HCBS - TRANSPORTATION	Transportation - Individual - Voucher	1 Trip	Individual	Unit Cost = $1	LC Team Lead & Case Management, Livable Communities	Transportation of an approved consumer in which the consumer pays the provider for the trip with a voucher OR the AAA has an agreement with a provider to accept payment vouchers. The AAA or the consumer negotiates the rate and trip type (one- way, round trip) with the provider.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

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 Unified Transportation.**
MDSQ OPTIONS COUNSELING	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 COUNSELING	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. **Note - This must be budgeted under the service of ADRC Information and Assistance.**
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	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 Contractor:

For the period of: Date: _____ To Date: _____

Name of Contractor: _____ Program Officer, DHS: _____

Specify Type of Certified Costs:

Certified Costs: _____ Non-Cash Match: _____

Specify Type of Program

Type of Program: _____ Contract #: _____

Identification #: _____ Control #: _____

Name of Provider: _____
Address of Provider:

_____
_____
_____
_____

Costs Detailed:

Personnel:

Name	Title	Salary/Benefits	%of Time	Applicable Amount
			Subtotal	

Detailed Other Costs:
Local Cash Match

_____
_____
_____

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

Date: _____ Signature: _____

Title: _____

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.

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:

   A. Use PHI for internal quality control and auditing purposes.

   B. Use or disclose PHI as Required by Law.

   C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).

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

whenever necessary. Uses or disclosures of PHI by individuals not described on Appendix G-1 are impermissible.

5. Contractor warrants that the individuals listed by name on Appendix G-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Appendix G-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Appendix G-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions. G-1

6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

   A. At DHS:

      Jamila Coleman
      DHS HIPAA Privacy Officer
      Office of Counsel General
      privacy@dhs.ga.gov
      404-463-0363

      Shirlan C. Johnson
      DHS Chief Information Security Officer
      shirlan.johnson@dhs.ga.gov
      404-655-8371

   B. At CRC/ AAA:

      Gennifer Jones
      ADRC Program Manager/ HIPPA Privacy Officer
      gjones@crc.ga.gov
      912-514-1622

C. At Contractor (HIPAA Privacy Officer):

_____

_____

_____

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,

use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

   i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;

   ii. the inadvertent disclosure of PHI from a person designated in G-1 or Appendix G-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Appendix G-1 or Appendix G-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

   i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;

   ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;

   iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;

   iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

   v. What steps individuals who may have been harmed by the incident might take to protect themselves; and

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

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

J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their 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.

N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.

O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of $300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

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

B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

    A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
        i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;

        ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

        iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

    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

and obtain instructions from DHS for either the return or destruction of the PHI.

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

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

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

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

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

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

BY: _____ _____
SIGNATURE DATE

_____
PRINT NAME

_____
TITLE

APPENDIX G-1

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

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

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

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

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

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

APPENDIX G-2

Part 1:
Please initial beside the correct option. Please select only one option.

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

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

Part 2:
Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

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

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

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

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

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and shirlan.johnson@dhs.ga.gov, as well as AAA HIPPA Privacy Officer gjones@crc.ga.gov, immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Appendix G-2 as needed and provide the updated form to DHS Project Leader Contact and the CRC AAA HIPPA Privacy Officer, Gennifer Jones.

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Personnel Spreadsheet SFY 2027

Enter Provider Name: Effingham County Board of Commissioners

STAFF LIST (Paid staff only - do not include volunteers or other donated)	Number of Staff Positions (Auto-populates)	Base Wages (Auto-populates)	Fringe Benefits Rate (Auto-populates)	Fringe Benefit Dollars (Auto-populates)	Total Wages and Benefits (Auto-populates)	Productive Hours (Auto-populates)	General Admin % (Auto-populates)	Admin Hours (Auto-populates)	General Admin Costs (Auto-populates)	Staff for Building Maintenance % (Auto-populates)	Shared Building Space Hours (Auto-populates)	Shared Building Space (Auto-populates)	#1 Congregate Meals Management Only: TOTAL HOURS (Auto-populates)	#1 Congregate Meals Management Only: Billable Hours (Auto-populates)	#1 Congregate Meals Management Only: % OF STAFF TIME (Auto-populates)	#1 Congregate Meals Management Only: W & B COST (Auto-populates)	#2 Congregate Meals Cost Only: TOTAL HOURS (Auto-populates)	#2 Congregate Meals Cost Only: Billable Hours (Auto-populates)	#2 Congregate Meals Cost Only: % OF STAFF TIME (Auto-populates)	#2 Congregate Meals Cost Only: W & B COST (Auto-populates)	#3 Home Delivered Meals Management Only: TOTAL HOURS (Auto-populates)	#3 Home Delivered Meals Management Only: Billable Hours (Auto-populates)	#3 Home Delivered Meals Management Only: % OF STAFF TIME (Auto-populates)	#3 Home Delivered Meals Management Only: W & B COST (Auto-populates)
Director	1	$ 70,216	35%	$24,245	$ 94,460	2,080	50%	1040	$47,230	0%	0	$0	416	416	20%	$18,892	0	0	0%	$0	381	381	18%	$17,316
Assistant Director	1	$ 51,630	66%	$34,178	$ 85,808	2,080	10%	208	$8,581	0%	0	$0	312	312	15%	$12,871	0	0	0%	$0	191	191	9%	$7,866
Instructor	2.5	$ 82,800	47%	$39,386	$ 123,186	5,200	6%	312	$7,391	0%	0	$0	364	364	7%	$8,623	0	0	0%	$0	381	381	7%	$9,034
Activities Coordinator	1	$ 36,036	54%	$19,361	$ 55,397	2,080	5%	104	$2,770	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Administrative Assistant	1	$ 35,556	20%	$7,171	$ 42,727	2,080	50%	1040	$21,363	0%	0	$0	416	416	20%	$8,545	0	0	0%	$0	208	208	10%	$4,273
Client/Meal Transportation Cost Pool Section Only																								
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	0	0	0%	$0
(The following data calculates automatically - do not enter)																								
Total Wages and Benefits	7	$ 277,237			$ 401,577				#####			$0				$48,932				$0				$38,490
Percent of Total Wages and Benefits					100.00%				21.75%			0.00%				12.18%				0.00%				9.58%
Total Hours						13,520		2,704			0			1,508				0				1,161		
Unit of Service														1.00				1.00				1.00		
Percent of Total Hours						100.00%		20.00%			0.00%			11.15%				0.00%				8.59%		

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Personnel Spreadsheet SFY 2027

	In Balance					#1	#2	#3	#4	All Other
Enter Provider Name: Effingham County Board		General Administration COST POOL	Shared Building Space COST POOL	Client/Meal Transportation COST POOL	Support COST POOL	Congregate Meals Management Only	Congregate Meals Cost Only	Home Delivered Meals Management Only	Home Delivered Meals Cost Only	All Other
PROPOSED ANNUAL EXPENSES										
WAGES & BENEFITS *(Auto-populates)*	$401,577	$87,335	$0			$48,932	$0	$38,490	$0	$226,821
Auto-populates % of Wages and Benefits from Personnel Spreadsheet(1)	100.00%	21.75%	0.00%			12.18%	0.00%	9.58%	0.00%	56.48%
Auto-populates % of Hours from Personnel Spreadsheet (1)	100.00%	20.00%	0.00%			11.15%	0.00%	8.59%	0.00%	60.26%
STAFF TRAVEL EXPENSES *(Auto-populates)*	$600									
Staff Mileage/Per Diem Reimbursement	$600	$600				$0	$0	$0	$0	$0
Volunteer Mileage/Per Diem Reimbursement	$0	$0				$0	$0	$0	$0	$0
Other Staff Travel Expenses	$0	$0				$0	$0	$0	$0	$0
VEHICLE OPERATING EXPENSES *(Auto-populates)*	$0									
Vehicle Gas & Oil	$0			no driver personnel		$0	$0	$0	$0	$0
Vehicle Insurance	$0			no driver personnel		$0	$0	$0	$0	$0
Vehicle Maintenance	$0			no driver personnel		$0	$0	$0	$0	$0
Other Vehicle Operating Expenses	$0			no driver personnel		$0	$0	$0	$0	$0
BUILDING EXPENSES *(Auto-populates)*	$36,080									
Building Depreciation	$0		$0			$0	$0	$0	$0	$0
Building Insurance	$3,100		$3,100			$0	$0	$0	$0	$0
Building Maintenance/Janitorial	$10,980		$10,980			$0	$0	$0	$0	$0
Building Repairs	$0		$0			$0	$0	$0	$0	$0
Rent	$0		$0			$0	$0	$0	$0	$0
Utilities	$22,000		$22,000			$0	$0	$0	$0	$0
Other Space Expenses (Security)	$0		$0			$0	$0	$0	$0	$0
COMPUTER OPERATION EXPENSES *(Auto-populates)*	$0									
Computer Purchase	$0	$0				$0	$0	$0	$0	$0
Computer Maintenance	$0	$0				$0	$0	$0	$0	$0
Computer Supplies	$0	$0				$0	$0	$0	$0	$0
Computer Training	$0	$0				$0	$0	$0	$0	$0
Other Computer Operation Expenses	$0	$0				$0	$0	$0	$0	$0

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2027

	In Balance					#1	#2	#3	#4	All Other
Enter Provider Name: Effingham County Board		General Administration COST POOL	Shared Building Space COST POOL	Client/Meal Transportation COST POOL	Support COST POOL	Congregate Meals Management Only	Congregate Meals Cost Only	Home Delivered Meals Management Only	Home Delivered Meals Cost Only	All Other
PROPOSED ANNUAL EXPENSES										
CAPITAL EQUIPMENT EXPENSES *(Auto-populates)*	$0									
Capital Equipment Depreciation/Usage Fee	$0	$0				$0	$0	$0	$0	$0
Equipment Maintenance	$0	$0				$0	$0	$0	$0	$0
Other Equipment Expenses	$0	$0				$0	$0	$0	$0	$0
SUPPLY EXPENSES *(Auto-populates)*	$25,118									
Advertising	$0				$0	$0	$0	$0	$0	$0
Copy/Printing	$618				$618	$0	$0	$0	$0	$0
Dues/Subscriptions	$0				$0	$0	$0	$0	$0	$0
Employee Testing	$0				$0	$0	$0	$0	$0	$0
Insurance	$1,000				$1,000	$0	$0	$0	$0	$0
Office/Paper Supplies	$2,500				$2,500	$0	$0	$0	$0	$0
Postage	$0				$0	$0	$0	$0	$0	$0
Site Supplies	$12,200				$12,200	$0	$0	$0	$0	$0
Telephone & Other Telecommunications	$8,800				$8,800	$0	$0	$0	$0	$0
Training/Meeting Expense	$0				$0	$0	$0	$0	$0	$0
Other Supply Expenses	$0				$0	$0	$0	$0	$0	$0
SERVICE CONTRACTS *(Auto-populates)*	$0									
SCSEP	$0					$0	$0	$0	$0	$0
General Liability Insurance	$0				$0	$0	$0	$0	$0	$0
Identify Contract Type	$0				$0	$0	$0	$0	$0	$0
Identify Contract Type	$0				$0	$0	$0	$0	$0	$0
Identify Contract Type	$0				$0	$0	$0	$0	$0	$0
CONGREGATE MEAL EXPENSES *(Auto-populates)*	$77,810									
Vendor Meal Contract - Congregate	$77,810					$0	$77,781	$0	$0	$0
On-Site or Central Kitchen Preparation:										
Raw Food Costs	$0					$0	$0	$0	$0	$0
Labor	$0					$0	$0	$0	$0	$0
Utilities	$0					$0	$0	$0	$0	$0
Disposable Supplies	$0					$0	$0	$0	$0	$0
Transportation Costs	$0					$0	$0	$0	$0	$0
Meal Delivery Costs	$0					$0	$0	$0	$0	$0
Equipment	$0					$0	$0	$0	$0	$0
Taxes	$0					$0	$0	$0	$0	$0
Other Meal Costs (Kinship Care - monthly mtgs)	$0					$0	$0	$0	$0	$0

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY

Support Spreadsheet SFY 2027

	In Balance					#1	#2	#3	#4	All Other
Enter Provider Name: Effingham County Board		General Administration COST POOL	Shared Building Space COST POOL	Client/Meal Transportation COST POOL	Support COST POOL	Congregate Meals Management Only	Congregate Meals Cost Only	Home Delivered Meals Management Only	Home Delivered Meals Cost Only	All Other
PROPOSED ANNUAL EXPENSES										
HOME DELIVERED MEAL EXPENSES *(Auto-populates)*	$124,445									
Vendor Meal Contract - Home Delivered	$85,445					$0	$0	$0	$85,413	$0
On-Site or Central Kitchen Preparation:										
Raw Food Costs	$0					$0	$0	$0	$0	$0
Labor	$0					$0	$0	$0	$0	$0
Utilities	$0					$0	$0	$0	$0	$0
Disposable Supplies	$0					$0	$0	$0	$0	$0
Transportation Costs	$0					$0	$0	$0	$0	$0
Meal Delivery Costs	$39,000					$0	$0	$39,000	$0	$0
Equipment	$0					$0	$0	$0	$0	$0
Taxes	$0					$0	$0	$0	$0	$0
Other Meal Costs (List)	$0					$0	$0	$0	$0	$0
OTHER OPERATING COSTS *(Auto-populates)*	$0									
Agency Indirect (Federal Cognizant Agency On	$0	$0				$0	$0	$0	$0	$0
Audit/Legal Fees	$0	$0				$0	$0	$0	$0	$0
Profit/Surplus Margin	$0	$0				$0	$0	$0	$0	$0
Other Misc. Operating Costs	$0	$0				$0	$0	$0	$0	$0
Spreadsheet Check *(Auto-populates)*	$665,631									
TOTAL ALLOWABLE COSTS *(Auto-populates)*	$665,570	$87,935	$36,080	$0	$25,118	$48,932	$77,781	$77,490	$85,413	$226,821

Support Spreadsheet SFY 2027

	File is.. In Balance					#1	#2	#3	#4	All Other
Enter Provider Name: Effingham County		General Administration COST POOL	Shared Building Space COST POOL	Client/Meal Transportation COST POOL	Support COST POOL	Congregate Meals Management Only	Congregate Meals Cost Only	Home Delivered Meals Management Only	Home Delivered Meals Cost Only	All Other
PROPOSED ANNUAL EXPENSES										
COST POOL SECTION:										
Service Subcontract Allowance (per contract) *Contracts over $50,000 Only - Enter Service Subcontract Adjustment (Contract Amount minus $25,000)*						$25,000 $0	$25,000 $0	$25,000 $0	$25,000 $0	$25,000 $0
Reallocate Support Costs *Auto-populates based on Percent of Total Staff Hours from Personnel*		$5,024 20.00%	$0 0.00%		($25,118)	$2,802 11.15%	$0 0.00%	$2,158 8.59%	$0 0.00%	$15,135 60.26%
Reallocate Shared Building Space *Enter Square Footage Occupied (In Red Only)*	6310	$858 150	($36,080)			$2,287 400	$0 0	$0 0	$0 0	$32,935 5760
Reallocate Client Transportation Costs *Auto-populates % of Driver Time Per Program from Personnel*				$0		$0 0.00%	$0 0.00%	$0 0.00%	$0 0.00%	$0 0.00%
Reallocate General Administration Costs *Auto-populates based on Modified Total Direct Costs*		($93,817)				$8,889 $48,932	$14,130 $77,781	$14,077 $77,490	$15,516 $85,413	$41,205 $226,821
TOTAL ACTUAL COSTS BY SERVICE	$665,570		$0			$62,909	$91,911	$93,724	$100,929	$316,096
Number of Billing Units						14,544	14,544	15,971	15,971	0
ACTUAL COST PER UNIT OF SERVICE						**$4.33**	**$6.32**	**$5.87**	**$6.32**	**$0.00**
DONATED PERSONNEL OR NON-CASH MATCH SECTION										
Enter description (Column A) and then $ value (Column B)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Donated Cost Pool Section:			$0	$0						
Reallocate Donated Building Space *(Auto-populates from Cost Pool Section above)*		$0 150	$0			$0 400	$0 0	$0 0	$0 0	$0 5,760
Reallocate Donated Client Transportation Costs *(Auto-populates from Cost Pool Section above)*				$0		$0 0.00%	$0 0.00%	$0 0.00%	$0 0.00%	$0 0.00%
Reallocate Donated General Administration *(Auto-Populates from Cost Pool Section above)*		$0 $0				$0 $48,932	$0 $77,781	$0 $77,490	$0 $85,413	$0 $226,821
Spreadsheet Check *(Auto-populates)*	$665,570									
TOTAL COSTS (Plus Donated/Non-Cash Match)	$665,570		$0			$62,909	$91,911	$93,724	$100,929	$316,096
Number of Billing Units *(Auto-populates from Cost Pool Section above)*						14,544	14,544	15,971	15,971	-
POTENTIAL UNIT COST						**$4.33**	**$6.32**	**$5.87**	**$6.32**	**$0.00**

SFY: 2027

AAA: Coastal Georgia Region AAA

Area Plan Version 1 - Approved (ActiveVersion)

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Effingham County Senior Citizens Center											
Program: HCBS - Nutrition Services											
Service: Home Delivered Meals								**HCBS - Nutrition Services**			
CBS - HCBS State (Unit Cost)	$0.00	$24,095.51	$24,095.51	$0.00	**$24,095.51**	$0.00	$4.12	$24,099.63	1,977.00	$12.19	8
NSIP - State (Unit Cost)	$0.00	$26,836.52	$26,836.52	$0.00	**$26,836.52**	$0.00	$5.86	$26,842.38	2,202.00	$12.19	9
OAA Title III C2 - Home Delivered Meals (Unit Cost)	$81,864.31	$4,815.55	$86,679.86	$9,631.10	**$96,310.96**	$4,000.00	$0.55	$100,311.51	8,229.00	$12.19	13
Other (Unit Cost)	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$5,802.44	$5,802.44	476.00	$12.19	2
Service Total:	**$81,864.31**	**$55,747.58**	**$137,611.89**	**$9,631.10**	**$147,242.99**	**$4,000.00**	**$5,812.97**	**$157,055.96**	**12,884.00**		
Program Total:	**$81,864.31**	**$55,747.58**	**$137,611.89**	**$9,631.10**	**$147,242.99**	**$4,000.00**	**$5,812.97**	**$157,055.96**	**12,884.00**		
Program: HCBS - Senior Centers											
Service: Congregate Meals								**HCBS - Senior Centers**			
CBS - HCBS State (Unit Cost)	$0.00	$19,130.00	$19,130.00	$0.00	**$19,130.00**	$0.00	$8.05	$19,138.05	1,797.00	$10.65	8
NSIP - State (Unit Cost)	$0.00	$13,734.00	$13,734.00	$0.00	**$13,734.00**	$0.00	$4.50	$13,738.50	1,290.00	$10.65	6
OAA Title III C1 - Congregate Meals (Unit Cost)	$53,994.35	$3,176.14	$57,170.49	$6,352.28	**$63,522.77**	$5,600.00	$6.38	$69,129.15	6,491.00	$10.65	26
Other (Unit Cost)	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$7,210.05	$7,210.05	677.00	$10.65	3
Service Total:	**$53,994.35**	**$36,040.14**	**$90,034.49**	**$6,352.28**	**$96,386.77**	**$5,600.00**	**$7,228.98**	**$109,215.75**	**10,255.00**		
Program Total:	**$53,994.35**	**$36,040.14**	**$90,034.49**	**$6,352.28**	**$96,386.77**	**$5,600.00**	**$7,228.98**	**$109,215.75**	**10,255.00**		
Provider Total:	**$135,858.66**	**$91,787.72**	**$227,646.38**	**$15,983.38**	**$243,629.76**	**$9,600.00**	**$13,041.95**	**$266,271.71**	**23,139.00**		



Code of Conduct Compliance Questionnaire for Employees of Subrecipients/Subcontractors

Amended: 8/23/2012

CODE OF CONDUCT COMPLIANCE QUESTIONNAIRE

All employees of subrecipients/subcontractors to The Coastal Regional Commission ("the Center" or "CRC") are being asked to complete this Compliance Questionnaire. The Center is committed to providing a workplace where employees and contractors can and do act responsibly and ethically. The CRC's Code of Conduct sets out specific standards of conduct, which should govern our behavior towards our fellow employees, suppliers, subrecipients, contractors, subcontractors, and member governments. Please answer each of the following questions and, if necessary, provide an explanation. *For any "yes" response, please explain in the extra space provided on the last page.*

Conflict of Interest

1. During fiscal _26_, did you, or are you aware of anyone who received from any person or center doing business with the Center any loan, gift, trip, gratuity, or other payment, which did or could cause prejudice toward or obligation to the giver, or could be perceived by others as creating an obligation to the giver? *(Note: Each item, or the total of items from a single vendor with a value of more than, $50.00 must be reported, except that you do not need to report loans made by financial institutions on normal and customary terms).*

   Yes **No**

2. In fiscal _26_, did you, or are you aware of anyone who participated in or influenced any transaction between the Center and another entity, or between your employer and other entity, in which they or any member of their family had a direct or indirect financial interest?

   Yes **No**

3. In fiscal _26_, did you, or are you aware of anyone who had a material financial interest in or held a position of influence with any business which furnishes goods or services to the Center or to your employer? *(Note: The term "material financial interest" means someone who by virtue of their stock ownership or monetary interest in a business is able to direct or to influence business decisions, or a commissioned sales representative; "position of influence" means someone holding an influential position such as a sole proprietor, partner, member of a board of directors, an executive, or a manager.)*

   Yes **No**

4. For fiscal _26_, did you, or are you aware of anyone who used resources (including funds, equipment, supplies, or personnel) for purposes other than business or business-sponsored activities?

   Yes **No**

5. During fiscal _26_, did you, or are you aware of anyone who received gifts or entertainment from individuals or organizations having dealings with the Center or with your employer, including but not necessarily limited to loans, any form of cash gratuities, private or personal discounts not sanctioned by the Center, or remuneration or service related to illegal activities?

   Yes **No**

6. During fiscal _26_, 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 _26_?
   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, _26_. *(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 _26_, 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 _26_ 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 _26_?
    Yes **No**

12. In fiscal _26_, 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**

13. Are you aware of any incident involving the Center or your employer that you feel constituted noncompliance with laws, regulations, policies, guidelines, procedures, or ethical principles, other than those matters referred to in other questions or incidents, which have already been reported? *(Note: If you prefer to report an incident or violation anonymously, please answer this question "NO" and contact a member of the CRC Audit Committee.)*

    Yes **No**

14. Please provide any explanations for "yes" responses.

    _____

    _____

    _____

In the space below, please provide any suggestions you may have for improving the Code of Conduct and Compliance Program.

_____

_____

_____

_____

Printed Name

_____

Signature

_____

Date

Contractor Responsibilities, Rewards, and Sanctions

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

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

(a) Levels of Sanctions include but are not limited to:

(1) Level One Sanction - The sanction that the CRC may impose as a response to a contractual breach and/or failure to comply with CRC policies and procedures and specific state and federal requirements.
(2) Level Two Sanction - The sanction that the CRC may impose as a response to a severe problem and the potential negative impact that such a problem may have on a CONTRACTOR agency's region or on the State.
(3) Level Three Sanction - The sanction that the CRC may impose with a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws may affect service delivery and/or CONTRACTOR agency financial stability.
(4) Level Four Sanction - The sanction that the CRC may impose where a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws continue to go uncorrected.

(b) Acceptable corrective action plan - Identification of actions to be taken, including a time line, that are acceptable to the CRC to correct and identify issue of contractual or legal non-compliance.

(c) Certified - When used in conjunction with performance measure testing, describes having obtained acceptable results, within parameters established by the CRC, for data tested.

(d) Discretionary funds - Any funds issued by the CRC that are not awarded based on a general funding formula or not awarded to all Providers by the CRC.

(e) Extension - An approved request, submitted to the CRC on or before the original due date, to submit required reports or other required information, later than the established due date, and granted at the discretion of the CRC for good cause shown.

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

assistance, procedural issuances and policy manual issuances, timely and effective program and fiscal monitoring, performance measure testing, and quality reviews.

(a) Technical assistance is performance-driven and outcome-based. Specified CRC or Division of Aging Services staff with appropriate programmatic, technical and/or administrative expertise will provide technical assistance for administrative, programmatic and fiscal issues. Training is included as a preventive maintenance approach, to the extent that resources are available to arrange for and provide such training.

(b) Procedural issuances and manual issuances provide clarification and interpretation of federal and state requirements and are performance-driven and outcome-based. They may relate to both programmatic and fiscal issues.

(c) Program and Fiscal Monitoring assistance may include site visits, desk reviews and analysis of both financial and program outcomes to help identify potential weaknesses, before such weaknesses result in sub-standard performance or questioned costs. Monitoring may result in recommendations that provide practical solutions that can be used to take immediate corrective action.

(d) Performance measure testing is conducted to determine the accuracy (including completeness) of data submitted to the CRC and to assess the quality of the controls in place to ensure the consistency of accurate and well-documented data.

(e) Quality reviews include the routine evaluation of essential quality indicators and certification systems and will be enhanced with timely and relevant training and technical assistance to help develop and maintain the knowledge, skills and abilities required across all program lines.

CONTRACTOR Responsibilities. Contractors are responsible for compliance with the terms of the contract and will:

(a) comply, as applicable, with all governing documents;

(b) comply with the requirements of approved contracts or plans;

(c) meet the administrative and service requirements established by the CRC, including, but not limited to, all budget documents and required reporting in a timely, complete and accurate manner; and

(d) respond to requests by the CRC for specific correction as a result of:

(1) the area plan or area plan amendment review;
(2) program and fiscal reviews, monitoring and assessments;
(3) investigation and response to complaints; or
(4) erroneous or incomplete information on program performance or financial reports.

(e) respond to or comply with corrective action plans as requested or required by the CRC.

(f) notify the CRC immediately if service levels are to be temporarily limited or reduced by

unanticipated staffing constraints or other unexpected circumstances.

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

(a) notification and publicizing of outstanding performance to the public in the Area Agency's region and to the governing board of the designated Regional Development Center or non-profit organization. This could include holding annual recognition events, giving "Best in Class" Awards for AAAs and providers, highlighting accomplishments in newsletters and annual reports;

(b) providing discretionary funding awards for conferences, training events, or leadership workshops, including in-state and, *when appropriate,* out-of-state travel;

(c) providing discretionary funding awards for the purchase of equipment, including upgrades to computer hardware and software;

(d) reducing the frequency of monitoring and other review processes, as long as performance levels are maintained at the exceptional level;

(e) providing the opportunity to participate in policy and program development initiatives;

(f) giving priority consideration for new projects, activities or funding.

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

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

(a) requiring the development, submission and implementation of an acceptable corrective action plan to address identified weaknesses, contractual breaches, and/or non-compliance;

(b) submission of additional and/or more detailed financial and/or performance reports;

(c) designation as a high-risk CONTRACTOR, requiring additional monitoring visits;

(d) repayment of disallowed costs; and

(e) requiring directed amendments to contract.

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

(a) imposition of one or more Level One Sanctions;

(b) restrictions on ability to draw down CONTRACTOR/Agency funds, including suspension or termination of funding, with notice of such action to the agency director, the agency director's superior (if applicable), and the agency's board chairperson, or comparable agency official;

(c) prohibition of participation in discretionary funds application process;

(d) imposition of required technical assistance, and

(e) requiring directed amendments to contract or subcontract proposals

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

(a) imposition of one or more Level One sanctions;

(b) imposition of one or more Level Two sanctions;

(c) prohibition or limitation of the provision of direct services;

(d) imposition of the requirement that reimbursement payments made to the CONTRACTOR for the remainder of the fiscal year shall only be made following submission of bills paid or other documentation to show that bills for which reimbursement is sought have been paid; and

(e) requiring directed amendments to contract or subcontract proposals.

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

(a) imposition of one or more Level One sanctions;

(b) imposition of one or more Level Two sanctions;

(c) imposition of one or more Level Three sanctions;

(d) requiring a directed amendment to the current area plan/proposal; and

(e) withdrawal of designation and/or cancellation of provider contract.

Administrative Violations. Administrative violations shall result in disciplinary and/or corrective actions as specified in this section, unless the violation occurred as a result of an act of God or action by the Division/Department. The CRC is responsible for documenting violations. Higher levels of administrative sanctions will be applied for non-compliance issues deemed most serious, and for continued non-compliance, including failure to take appropriate corrective action, for less serious issues.

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

(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.

(d) failure to appropriately report and respond to allegations of abuse, neglect, and/or exploitation, and/or allegations of fraud or ethics code violations; [1]

(e) failure to have tested data certified as accurate two times out of any four consecutive performance measure tests; and

(f) occurrence of four or more Level One violations or three or more Level Two violations within the same fiscal year.

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

(a) failure to rectify any Level One sanction within 120 calendar days following the timeframe established for corrective action;

(b) failure to rectify any Level Two sanction within 90 calendar days following the timeframe established for corrective action; and

(c) failure to rectify any Level Three sanction within the timeframe established for corrective action.

Notice of Pending Action. The CRC is responsible for providing adequate and timely notice of pending actions, including sanctions, according to the following guidelines.

(a) The date of notice shall be the date the notice is sent to the CONTRACTOR via facsimile transmission (FAX), if transmitted or recorded as delivered by 12:00 Noon on a regular business day. If transmitted after 12:00 Noon, the next business day will be considered the date of notice.

(b) All notices of violations will be sent by postal mail for violations subject to a Level one and Level Two sanction or, for violations subject to a Level Three and Level Four sanction, by postal mail, return receipt requested, or by commercial delivery services with signature of receipt required.

(c) All notices will be addressed to:

(1) the agency's/CONTRACTOR's Executive Director or designated representative;
(2) the CONTRACTOR's Board Chair or comparable agency official.

Fraud. All allegations of fraud will be investigated by the Department of Human Services *or* other agency(ies) with jurisdiction. Complaints will be referred to the appropriate agency for action. Since payments to CONTRACTORs are made from both State and Federal funds, submission of false or

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[1] Refer to "Requirements for Non-Medicaid Home and Community Based Services" General and Individual Services requirements, regarding mandatory reporting of suspected abuse, neglect or exploitation of participants. Provider staff are considered to be mandated reporters as defined in O.C.G.A. 30-4, Protection of Disabled Adults and Elder Persons. AAAs which provide direct services, including case management, will be subject to mandated reporting.

fraudulent claims, statements, documents, or the concealment of a material fact may be prosecuted as a felony in either Federal or State Court.

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

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

Ethics Code Violations. The Department/Division is bound by the Code of Ethics for Government Service and expects all CONTRACTORs, including area agencies on aging and their sub-CONTRACTORs to abide by the same (See Appendix 93-B). Violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations.

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

(b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

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

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

Effective Date: July 2026

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

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2 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 User Identification Number (E-verify Number)

_____
Date of Authorization

_____
Name of Contractor

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

Executed on _____, ____, 202___ in _____ (City), _____ (State).

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

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

_____
Notary Public
My Commission Expires: _____

Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

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: http://dhs.georgia.gov, Navigate to "Divisions & Offices", scroll to "Office of Inspector General" and click "online form".

Address: 47 Trinity Avenue, SW
Atlanta, Georgia 30334