

Southern Georgia  
Regional Commission's



## SOUTHERN GEORGIA REGIONAL COMMISSION

### AREA AGENCY ON AGING

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**REQUEST FOR PROPOSAL**  
for  
**OPERATION OF A SENIOR CENTER WITH CONGREGATE AND HOME  
DELIVERED MEALS (HDM) OR HDM ONLY**

**RFP #117**

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For all questions about this RFP, contact:

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**Released On:**

October 21, 2019

**Due On:**

December 16, 2019

Southern Georgia Regional Commission's Area Agency on Aging  
1725 South Georgia Parkway, West • Waycross, Georgia 31503

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## I. INTRODUCTION

### A. Purpose of Procurement Process

The Southern Georgia Regional Commission's (SGRC's) Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of providing the following services in the Southern Georgia area.

- Operation of a Senior Center with Congregate and Home Delivered Meals
- Home Delivered Meals Only

### B. Vision, Mission, and Values

The **vision** of the Southern Georgia AAA is to assist older individuals, at-risk adults, persons with disabilities, and their families and caregivers in *Living Longer, Living Safely, and Living Well*.

The **mission** is to develop, provide, coordinate, and advocate for services that support older individuals, at-risk adults, persons with disabilities, and their families and caregivers.

The **values** of the agency include a strong customer focus, a positive work environment for employees, accountability and results, the formation of partnerships within the community, teamwork, and open communication among staff, providers, partners, and consumers.

### C. Schedule of Events

The following is a tentative schedule of events.

October 21, 2019	Release of RFP
November 13, 2019 2 p.m. (Optional)	Offeror's Conference Southern Georgia Regional Commission 1725 South Georgia Parkway, West Waycross, GA 31503
November 25, 2019	Deadline for written questions
November 27, 2019	Final answers to written questions posted (Questions may be answered periodically prior to this date.)
December 16, 2019 4:30 p.m.	Proposals due to: Southern Georgia Regional Commission 1725 South Georgia Parkway, West Waycross, GA 31503

January 23, 2020

Contract award (on or about)

July 1, 2020

Contractor begins work (on or about)

Note that attendance at the Offeror's Conference is optional. If you wish to attend the offerors conference, contact Kimberly Rodgers ([kr Rodgers@sgrc.us](mailto:kr Rodgers@sgrc.us)) for a reservation.

#### **D. Restrictions on Communication with Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, offerors, as well as any subcontractors listed in the proposal, are not allowed to communicate for any reason with any AAA staff except through the Issuing Officer, Kimberly Rodgers, or during the Offeror's Conference, or as provided by existing work agreement(s). The AAA reserves the right to reject the proposal of any offeror violating this provision.

Questions concerning this RFP are encouraged. All questions must be submitted in writing to Kimberly Rodgers. Questions may be submitted by fax (912-285-6126) and/or by email ([kr Rodgers@sgrc.us](mailto:kr Rodgers@sgrc.us)). No questions will be accepted except in written format. Only written responses will be binding upon the AAA. The AAA will transmit all questions and the AAA's responses according to the schedule of events. Questions may be submitted through November 25, 2019. No questions will be accepted beyond this date. Questions may be answered periodically, with answers to any final questions posted by November 27, 2019.

#### **E. Definition of Terms**

The words and terms listed below, when used in this Request for Proposal (RFP), shall have the following meanings unless the context clearly indicates otherwise.

**Aging and Disability Resource Connection (ADRC)** is the term/acronym used to describe the Area Agency on Aging's regional system to access services.

**Area Agency on Aging (AAA)** refers to the Southern Georgia Area Agency on Aging. The Southern Georgia Regional Commission has been designated as the AAA for the 18 counties in Georgia Service Delivery Region XI. The 18 counties are Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware.

**Caregiver** is a family member or other person who normally provides the daily care or supervision for individuals who are frail, disabled, and/or elderly. The caregiver may or may not reside in the same place as the care receiver.

**Center Without Walls** is a community based option for participants to access programs and services outside of a traditional senior center. All activities, including meals, occur in the community.

**Collaborative-Style Center** is an identified natural gathering place for older adults who have the same minimum services and programs as a senior center, but without a center manager. Services and programs are organized by volunteers.

**Evidence-based Programs** have the following characteristics:

- Have been proven through a random control trial study
- Have generated outcome data supporting statistically significant improvements in specific domains. Statistical significance refers to comparing the participants' ratings of themselves before and after the course, and then determining the likelihood that changes in their ratings could have occurred simply by chance.
- Have rendered a peer journal article published in a professional journal.

**Georgia Division of Aging Services Data System (DDS)** refers to the Georgia Division of Aging Services (DAS) statewide data management system. The system is utilized by AAAs and their providers to record programmatic and fiscal data.

**Homebound** (as defined by Centers for Medicare and Medicaid Services) refers to an individual who meets the following criteria:

*Criteria One:*

Because of illness/disability or injury, the individual needs the aid of supportive devices such as crutches, canes, wheelchairs, and walkers; the use of special transportation; or the assistance of another person in order to leave their place of residence **OR**

The individual has a condition such that leaving his or her home is medically contraindicated, **AND**

*Criteria Two:*

There must exist a normal inability to leave home **AND** leaving home must require a considerable and taxing effort.

**Older Adult** refers to an individual who is 60 years of age or older.

**Traditional Senior Center** is a community focal point where older adults come together for services and activities that reflect their experience and skills, respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage their involvement in and with the center and the community.

**Wellness Activities** refers to non-evidence-based programming that supports health and wellness. Wellness activities should help participants increase their well-being through: finding their own unique skills and talents that are personally meaningful and rewarding, regular physical activity, good eating habits, connecting to one's environment

and community, creative, stimulating mental activities, search for meaning and purpose in life, awareness and acceptance of one's feelings, assessment of limitations, ability to cope with stress. See "The Six Dimensions of Wellness Model."

[https://www.nationalwellness.org/page/Six\\_Dimensions](https://www.nationalwellness.org/page/Six_Dimensions)

## **F. Contract Terms**

The contract will be on a State of Georgia fiscal year (SFY) basis and will begin July 1, 2020 and end June 30, 2021. The contract will have options to renew for three additional years through June 30, 2024. The annual renewal of the offeror's contract shall be based on the availability of funds, the offeror's successful contract performance the preceding year, and successful contract negotiations.

## **II. MANDATORY REQUIREMENTS**

### **A. Offeror's Qualification Requirements**

An offeror must have a minimum of **two years** of experience providing the proposed service or **four years** of experience providing services (of any kind) for older adults, caregivers, or another at-risk population.

### **B. Business Requirements**

An offeror must be licensed in the State of Georgia to operate a business and meet any other license requirement(s) associated with the service being proposed.

### **C. Mandatory Submission Requirements**

The following mandatory submission requirements must be met for the proposal to be reviewed and rated.

1. The proposal (and required copies) must be hand delivered or mailed to the address provided in the Schedule of Events outlined in Section I, Introduction.
2. The proposal must be received on time. Late proposals will not be evaluated.
3. One original with signatures, marked "Original," and five additional hard copies must be submitted.
4. The proposal must be complete and in the format described in Section IV, Proposal Format.
5. Offeror must complete a budget and budget narrative utilizing the forms provided as part of this RFP package (Appendix G).

## **III. PROPOSAL SUBMISSION**

## **A. Packaging of Proposals**

In order to be considered for funding, an offeror must submit a complete response in the format described in this RFP. Appendix I, Proposal Checklist, is provided to assist you in organizing your proposal and ensuring the inclusion of required documents.

The offeror's proposal (and required copies) in response to this RFP must be mailed or hand delivered to the **Waycross** office of the Southern Georgia Regional Commission. The proposal and required copies should be boxed or packaged together. The box or package should have a return address that includes name of company, contact name, address, RFP#, and phone number. Faxed or emailed proposals will not be evaluated.

The submitting agency shall make no other distribution of the proposal.

## **B. Number of Proposal Copies**

Submit one proposal (hard copy) with original signatures. It should be clearly marked, "Original." Also, submit five additional hard copies. These five should also have signatures, but do not require original signatures.

## **C. Submission Date**

In order to be considered for selection, proposals must arrive at the Southern Georgia Regional Commission's Waycross office at or before **4:30 pm on December 16, 2019**. Offerors choosing to mail proposals should allow for normal mail delivery to ensure timely receipt of their proposal.

# **IV. PROPOSAL FORMAT**

This section identifies the information that must be submitted in the proposal to demonstrate the offeror's ability to satisfy all qualifications and requirements to perform the required services. The proposal must be in the described format and labeled with the titles stated below. Use page numbers. (Refer to the checklist provided as Appendix I for additional help in organizing your final document.)

## **A. Proposal Cover Sheet**

Submission of a transmittal letter is optional. However, the submission of the Proposal Cover Sheet (Appendix A) is required. Utilizing the Proposal Cover Sheet, provide the company name and the business address, phone number, fax number, and email address of a designated contact person. List other office location(s), if applicable. The individual listed as the contact person should be the individual who can answer questions about the proposal. The AAA will send all notices regarding

the proposal to the contact person. The proposal cover sheet must be signed by an individual authorized to legally bind the offeror.

## **B. Company Structure**

The offeror will include the following information:

1. The type of organization (e.g., non-profit, for profit, educational, governmental, etc.), the state of incorporation (if a corporation).
2. An organizational chart displaying overall business structure.
3. A list of Board of Directors and/or Advisory Board members, including their occupations and addresses.

## **C. Experience**

The offeror must provide information about its experience in providing services. The AAA reserves the right to verify all information submitted regarding offeror's experience, education, and other qualifications.

1. The offeror must provide a detailed history of its experience providing services. Include details about experience providing the proposed service, as well as information about experience providing services (of any kind) for older adults, caregivers, or another at-risk population. (See Section II, Mandatory Requirements for minimum experience requirements.)
2. The offeror will provide three references. For each reference include agency/company name, address, phone number, a contact person, and the type of relationship you have with the agency/company. At least one reference must be an organization with which you have recently contracted to provide services. Please include:
  - a. Dates of Service
  - b. Name and title of contact person (currently employed with the organization)
  - c. The contact person's phone number and email address
  - d. Description of the work performed
  - e. Time period of the project or contract
  - f. Contract amount
3. The offeror will disclose any services terminated during the last five years, by an organization(s) and the reason(s) for termination.
4. Attach a copy of your Georgia business license and, if applicable, a copy of the appropriate license associated with the service being proposed.

#### **D. Business Litigation**

The offeror will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition. Failure to fully disclose or accurately state litigation may result in the proposal not being further reviewed.

#### **E. Contractual and Standard Program Assurances**

Sign and attach the assurances. See Appendix B. Failure to sign this form will be a basis for rejection.

#### **F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Sign and attach the certification. See Appendix C. Failure to sign this form will be a basis for rejection.

#### **G. Certification Regarding Lobbying**

Sign and attach the certification. See Appendix D. Failure to sign this form will be a basis for rejection.

#### **H. Health Insurance Portability and Accountability Business Associate Agreement**

Sign and attach the agreement. See Appendix E. Failure to sign this form will be a basis for rejection.

#### **I. Scope of Services**

Detailed information/guidance for preparation of the "Scope of Services" for each available program is provided on the following pages. Locate and utilize the Scope of Services information/guidance for the program your organization is proposing to provide and disregard the other one.

## 1. Scope of Services for Operation of Senior Center with Congregate and Home Delivered Meals (HDM)

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The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of operating a senior center and providing congregate and home delivered meals. Senior centers provide a community facility or gathering place where persons aged 60 or older meet to pursue mutual interests, receive services, and take part in activities that will enhance their health/wellness and quality of life. Nutrition services (congregate meals served at the senior center and home delivered meals served in the homes of homebound seniors) are a part of a system of services that promotes independent living for older adults and support for caregivers.

Senior center tasks will include the service (not preparation) of congregate meals for senior center participants. Also, senior center staff will be responsible for the packaging and delivery of HDMs.

### ***General Eligibility Requirements***

#### **Congregate Nutrition Services**

Eligible persons must be aged 60 or over or the spouse (regardless of age) of a congregate recipient who is aged 60 or over.

The AAA gives priority to those in greatest social and economic need, in conjunction with consideration of nutrition risk status.

#### **Home Delivered Meals**

While there are a few exceptions (as explained in Section 304 *Nutrition Service Program Guidelines and Requirements* of DHS/DAS HCBS Manual 5300), <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>, eligible persons must ordinarily be aged 60 or over and homebound. (See Definition of Terms in Section I, Introduction, of this RFP for an explanation of the term "homebound.")

The AAA gives priority to those in greatest social and economic need, in conjunction with consideration of nutrition risk status and functional ***impairment level/unmet need.***

### ***Funding and Payment***

The chart below shows the allocation by county for senior centers, congregate meals, and home delivered meals. **Amounts are estimates.**

County	Federal & State Funds	Local Match (10%)	Total
Atkinson	\$ 31,755	\$ 3,528	\$ 35,283
Bacon	\$ 36,651	\$ 4,072	\$ 40,723
Ben Hill	\$ 44,934	\$ 4,993	\$ 49,927
Berrien	\$ 46,907	\$ 5,212	\$ 52,119
Brantley	\$ 44,069	\$ 4,897	\$ 48,966
Brooks	\$ 45,945	\$ 5,105	\$ 51,050
Charlton	\$ 37,090	\$ 4,121	\$ 41,211
Clinch	\$ 31,646	\$ 3,516	\$ 35,162
Coffee	\$ 65,244	\$ 7,249	\$ 72,493
Cook	\$ 43,804	\$ 4,867	\$ 48,671
Echols	\$ 27,338	\$ 3,038	\$ 30,376
Irwin	\$ 36,128	\$ 4,014	\$ 40,142
Lanier	\$ 33,541	\$ 3,727	\$ 37,268
Lowndes	\$ 63,743	\$ 7,083	\$ 70,826
Pierce	\$ 47,028	\$ 5,225	\$ 52,253
Tift	\$ 67,127	\$ 7,459	\$ 74,586
Turner	\$ 35,653	\$ 3,961	\$ 39,614
Ware	\$ 69,969	\$ 7,774	\$ 77,743
Total	\$ 808,572	\$ 89,841	\$ 898,413

The AAA reserves the right to increase/decrease total funds available and to increase/decrease funds allocated by county.

Payment for services will be made on a *unit cost basis*. Two unit costs, one for congregate and one for home delivered meals, must be established using the budget spreadsheet provided in Appendix G. Providers will invoice monthly, utilizing monthly report forms provided by the AAA. Additional documentation to support the invoice, including *service logs*, will be required.

### **Access to Services**

The AAA's ADRC is the single point of entry for nutrition services, including congregate and home delivered meals. When AAA service providers receive direct requests for services, referral information must be forwarded to the AAA's ADRC staff who will conduct telephone screening to identify needs, explore options, and make appropriate referrals or waiting list placement. The ADRC toll-free number is 1-888-732-4464. Home delivered meals clients admitted into the programs will be referred to the AAA's case management provider for face-to-face assessment prior to the initiation of services. Senior center (congregate) clients admitted into the program will be referred to senior center staff for a very limited face-to-face assessment prior to the initiation of services.

### ***Intake, Assessment, and DAS Data System (DDS)***

For the HDM program, the successful offeror **will not** be responsible for assessments, reassessments, or DAS Data System (DDS) data entry related to these tasks. However, they will be responsible for coordinating with the AAA and the AAA's HCBS case management contractor to ensure that the client information in DAS Data System (DDS) is current and accurate. Specifically, contractors must promptly submit appropriate forms reflecting beginning and ending dates of service, or be able to enter these dates into DDS and "alert" AAA and HCBS Case Management staff.

For the congregate meals program, the successful offeror **will be** responsible for completion of assessments and reassessments. Also, they will be responsible for coordinating with the AAA to ensure that the client information in DAS Data System (DDS) is current and accurate. Specifically, contractors must promptly submit appropriate forms reflecting beginning and ending dates of service, or be able to enter these dates and assessment/reassessment data into DDS and "alert" AAA staff.

### ***Participant Files***

Providers must maintain a separate file for each participant, containing all written records pertaining to the services provided and in compliance with MAN 5300, Section 304. (Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817> Click on "**MAN5300**" to download the DHS/DAS HCBS Manual and see **Section 304** – Nutrition Service Program Guidelines and Requirements.)

### ***Program Legislation, Regulation, Program Standards and/or Guidelines***

- Older Americans Act <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
- DHS/DAS HCBS Manual 5300:  
*Section 202, Program Guidelines and Requirements*  
*Section 206, Senior Center Requirements*  
*Section 304, Nutrition Service Program Guidelines and Requirements*  
(Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817> Click on "**MAN5300**" to download the DHS/DAS HCBS Manual and see appropriate **Sections**)
- Other rules, regulations, standards, and transmittals promulgated by the State of Georgia and the Area Agency on Aging program directives

All senior center and nutrition services must be in compliance with pertinent portions of the DHS/DAS HCBS Manual listed above. Section 202 outlines

general requirements, and Sections 206 and 304 outline specific requirements for senior center and nutrition services.

### ***Program Requirements for Senior Centers with Congregate and Home Delivered Meals***

#### **Facilities**

The AAA anticipates utilizing the facilities that are currently housing senior center operations. However, other facilities may be considered if the requirements for senior center facilities provided by Department of Human Services, Division of Aging Services are met. The listing of current facilities can be viewed at the following link: <http://www.sgrc.us/senior-centers-and-nutrition-programs.html>.

#### **Days and Hours of Operations**

At a minimum, senior centers must be open to participants for a minimum of four hours per day, Monday through Friday. Selected contractors will serve a noon meal, Monday through Friday, for a minimum of 250 days per year.

#### **Meal Service**

Selected contractors must serve an average of at least 20 congregate meals per day. The Department of Human Services, Division of Aging Services is likely to prohibit the provision of operational funding for senior centers that:

- Have no waiting list for senior center participation and
- Are serving an average of less than 20 congregate meals per day.

Also, while the average minimum service per senior center is 20 congregate meals per day, Georgia Division of Aging Services is requiring that the AAA, as a whole, attain an average of 30 congregate meals per day per senior center. Compliance with this state directive will force the RC's AAA to give preference to offerors who provide assurance that they have the ability to assist the AAA in meeting this requirement.

#### **Meal Preparation and Ordering**

Staff of selected contractors will **not** be responsible for preparing meals. Meals will be prepared and delivered (in bulk) to the senior center by the AAA's food vendor. Senior center site managers are responsible for serving the meal, clean up afterwards, and packaging home delivered meals. Site managers must order meals from the AAA's food vendor on the day prior to delivery. Orders must be faxed or emailed; orders via telephone will not be accepted. Contractors will be financially responsible for "wasted meals" in excess of ten per month.

## **Menu Planning**

Contractor staff must participate in a quarterly menu planning meeting conducted by the AAA and AAA's food vendor. These meetings will usually be held at a senior center within the eighteen-county area.

## **Required Activities at the Senior Center**

At a **minimum**, contractors must provide the following activities at the center:

- The provision of meals in a group setting
- Ongoing outreach to the community
- Access by participants to nutrition screening and assessment, nutrition education, and counseling on an individual basis, when appropriate. (The AAA has a separate contractor who can provide individual nutrition counseling if the need is indicated. Senior center staff is only responsible for providing access by referring participants with issues necessitating this service to the AAA's ADRC.)
- Fifteen (15) minutes of nutrition education per month. (Requirements of nutrition education can be found in *Section 304, Nutrition Service Program Guidelines and Requirements*.)
- One hour of wellness activity per month. In this instance, Division of Aging Services is defining "wellness activities" rather broadly to include a mixture of planned health, fitness, educational, and recreational programs/activities. Contractor staff shall develop a calendar for each month that shows the scheduled/planned activities for each day of the month. The calendar shall be posted on the bulletin board at the center, with a copy submitted to the AAA. The monthly calendar shall also be filed at the senior center and maintained as documentation of activities.

## **Staffing Requirements**

Successful contractors must employ at least one full-time, paid staff person to serve as the senior center site manager. He/she will supervise and provide oversight for the center, be responsible for day-to-day operations, attend occasional training sessions scheduled by the AAA or the Division of Aging Services, and ensure all requirements are met. Staff responsible for the operation of senior centers must demonstrate appropriate knowledge of and skills in working with an elderly population, general ability to complete required assessment documents and fiscal and programmatic reports in an accurate and timely manner, and the capacity to gather and report required client data in the manner specified by the AAA and Division of Aging Services.

When participants are present in the center, at least one staff member, trained in the following, must be present:

- Basic First Aid

- CPR
- Heimlich Maneuver

Also, when food is being prepared, handled, or served, at least one ServSafe® certified staff member must be present.

Any staff member (paid or un-paid or volunteer) who has direct contact with a participant must have a background check on file in accordance with DAS policy (Manual 5600, Section 3036).

*\*(Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=1027>*

*Click on “MAN5600” to download the DHS/DAS HCBS Manual and see Section 3036 – Criminal History Investigations.)*

### **Volunteers**

Successful contractors should solicit volunteers to assist with the operation of the senior center and provision of congregant and home delivered meals. Volunteer time may be utilized as in-kind, local match.

### **Coordination**

Senior center staff must coordinate, as necessary, with the AAA’s case management provider who will complete intake/registration forms and conduct in-home assessments/reassessments of home delivered meals participants.

### **Site Council**

Senior center management will be responsible for developing a site council to represent participants and provide:

- Input on program/activity planning
- Feedback on quality/acceptability of services provided (particularly regarding quality of meals and input on menu planning)
- Recommendations for improved center options

The council will also be responsible (with assistance from the site manager) for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.).

### **Center Membership**

Center membership was introduced by Division of Aging Services as part of “Senior Center Redesign.” See Section 206.12 of Section 206, Senior Center Requirements for more information about Senior Center sustainability.

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

### **Service Needs/Outreach**

Senior center management shall specify in an annual proposal or update how the service needs of participants will be assured and provide specifics about

how outreach efforts will be conducted to identify eligible persons, with special emphasis on those in greatest social and economic need. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

### ***Scope of Services Format***

Offerors must use the following format for the “Scope of Services” portion of their proposal.

#### **Program Description- Operation of a Senior Center with Congregate and Home Delivered Meals (HDM) Narrative**

Offeror must fully describe the planned method of providing operation of a senior center with congregate and home delivered meals.

- Summarize how you will operate a senior center.
- Identify the facility to be used for the senior center and give the location.
- Explain days and hours of operation.
- Identify the number of congregate meals and the number of home delivered meals you plan to serve each day. Explain your plan to ensure that an average of at least 20 congregate meals per day will be served at the senior center, as well as goals to help the AAA meet the area requirement of averaging 30 meals per day per center. If offeror is a current provider, include recent data about the center’s average number of congregate meals served per day.
- Explain your food handling and storage procedures that will ensure food safety. Be sure to include procedures regarding service of home delivered meals, as well as congregate meals.
- Explain how staff will participate in the menu planning process.
- Describe the “wellness” activities you will provide at the senior center. Where appropriate, indicate frequency and length of time for each activity. If evidence-based wellness activities are planned, include these also.
- Describe plans to ensure the provision of nutrition education.
- Describe your meal ordering process. Include procedures to ensure that meals are not “wasted.”
- Describe your outreach activities.
- Discuss site council development. State the number of participants to serve on the council, how often the council will meet, and potential issues to be addressed. Include plans to develop a center-specific wellness goal. Describe any plans to include members of the community (non-senior center participants) on the site council.
- Share ideas and plans related to senior center membership.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences, including staff responsible for delivering home delivered meals.

- Explain plans to ensure that current clients who need additional services are appropriately referred, including plans to ensure compliance with mandated reporting for abuse, neglect, and exploitation.
- Describe how offeror will resolve client issues effectively and timely.
- Describe how offeror will follow up on referrals made to other agencies.
- Describe any special materials or techniques offeror has developed to serve special populations.
- Describe methods to be used to provide services to clients with Limited English Proficiency/Sensory Impairment (LEP/SI).
- Attach the following:
  - Legible copies of the most recent health inspection and fire inspection reports
  - Proof of insurance
  - Food Service Permit for the site
- Identify any proposed subcontractors. Indicate the exact nature of work, amount of work, and cost of work to be done by each proposed subcontractor. Include a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
  - (1) The general scope of work to be performed by the subcontractor;
  - (2) The subcontractor's willingness to perform the work indicated; and
  - (3) That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.

### **Capacity**

Outline offeror's background and capacity to provide this specific service effectively. Address sustainability and the qualifications of offeror's organization and staff to provide services as proposed.

- Describe how the offeror will interface with the AAA to effectively resolve issues related to service delivery and clients.
- Discuss the qualifications and capability of staff to provide effective services that will meet all program standards.
- Identify the number of paid full time equivalents (FTEs) by job titles (i.e., site manager, site assistant, clerk, etc.) that will be devoted to this project.
- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees and volunteers.
- Provide any other pertinent information regarding your capacity.
- Describe emergency plan to serve clients in cases of natural or man-made disasters.

### **Special Initiatives, Innovations, or Collaborations**

- Describe any special initiatives or innovations that will enhance the senior center operation.

- Describe any new or ongoing plans to obtain additional financial support or resources for this program.
- Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided.

### **Professional and/or Volunteer Development**

- Describe how orientation and training will be provided to new staff and/or volunteers.
- Describe how ServSafe® and CPR certifications, as well as basic first aid and Heimlich maneuver training will be made available to staff and/or volunteers. Which staff members, by job title, will have certifications and training?
- Describe plan for conducting ongoing staff training.
- Describe method to determine the training needs of staff and/or volunteers.
- Describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year.

### **Client Confidentiality, Contributions, and Fees**

- Describe policy or procedures concerning client confidentiality.
- Describe process for soliciting and handling client contributions toward the cost of the meals.
- Describe how you will account for cash contributions.
- Describe the billing procedures for any fees, including membership fees. Attach copies of any materials used to solicit fees.

### **Technology and Ability to Meet Reporting Requirements**

- Describe agency's capacity for and use of technology, both in agency administration and service delivery.
- Describe agency's plan for maintaining adequate hardware, software, etc.
- Describe the billing and reconciliation process.

### **Quality Assurance Program or Plan**

- Describe how you will ensure the quality of services.
- Describe how you will determine client satisfaction with services.

### **SMART Objectives**

- Complete the SMART Objectives Chart for at least one goal. See Appendix F for instructions and a sample chart.

## **2. Scope of Services for Home Delivered Meals (HDM) Only**

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The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of delivering home delivered meals.

### ***General Eligibility Requirements***

While there are a few exceptions (as explained in Section 304 *Nutrition Service Program Guidelines and Requirements* of DHS/DAS HCBS Manual 5300), <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>, eligible persons must ordinarily be aged 60 or over and homebound. (See Definition of Terms in Section I, Introduction, of this RFP for an explanation of the term “homebound.”)

The AAA gives priority to those in greatest social and economic need, in conjunction with consideration of nutrition risk status and functional ***impairment level/unmet need***.

### ***Funding and Payment***

A specific amount of funds has not been established for contractors who will provide only home delivered meals service. The total amount of funds available for nutrition programs in a county is shown in the chart included in the scope of services for senior center operation with congregate meals and home delivered meals.

Payment for services will be made on a *unit cost basis*. Providers will invoice monthly, utilizing monthly report forms provided by the AAA. Additional documentation to support the invoice, including *service logs*, will be required.

### ***Access to Services***

The AAA’s ADRC is the single point of entry for home delivered meals services. When AAA service providers receive direct requests for services, referral information must be forwarded to the AAA’s ADRC staff who will conduct telephone screening to identify needs, explore options, and make appropriate referrals or waiting list placement. The ADRC toll-free number is 1-888-732-4464. Clients admitted into the programs will be referred to the AAA’s case management provider for face-to-face assessment prior to the initiation of services.

### ***Intake, Assessment, and DAS DATA SYSTEM (DDS)***

The successful offeror will not be responsible for assessments, reassessments, or DAS Data System (DDS) data entry related to these tasks. However, they will be responsible for coordinating with the AAA and the AAA’s HCBS case management contractor to ensure that the client information in DAS Data System

(DDS) is current and accurate. Specifically, contractors must promptly submit appropriate forms reflecting beginning and ending dates of service, or be able to enter these dates into the DDS system and “alert” AAA and HCBS Case Management staff.

### ***Participant Files***

Providers must maintain a separate file for each participant, containing all written records pertaining to the services provided and in compliance with MAN 5300, Section 304. (Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817> Click on “**MAN5300**” to download the DHS/DAS HCBS Manual and see **Section 304** – Nutrition Service Program Guidelines and Requirements.)

### ***Program Legislation, Regulation, Program Standards and/or Guidelines***

- Older Americans Act <http://www.aoa.gov/>
- DHS/DAS HCBS Manual 5300:  
*Section 202, Program Guidelines and Requirements*  
*Section 304, Nutrition Service Program Guidelines and Requirements*  
(Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817> Click on “**MAN5300**” to download the DHS/DAS HCBS Manual and see appropriate **Sections**)
- Other rules, regulations, standards, and transmittals promulgated by the State of Georgia and the Area Agency on Aging program directives

Home delivered meal services must be in compliance with pertinent portions of the DHS/DAS HCBS Manual listed above. Section 202 outlines general requirements, and Section 304 outlines specific requirements for nutrition services, including home delivered meals.

### ***Program Requirements for Home Delivered Meals***

#### **Meal Service**

Selected contractors will serve a noon meal, Monday through Friday, for a minimum of 250 days a year. Weekly delivery alternatives may also be considered. Meals will be pre-packaged by the AAA’s food vendor and ready for delivery. Contractor staff will deliver meals from the site designated as the home delivered site in the county to the homes of eligible participants. Compliance with all nutrition program standards for handling food, processing, temperatures and food safety is required.

#### **Menu Planning**

Contractor staff must participate in a quarterly menu planning meeting conducted by the AAA. These meetings will usually be held at a senior center within the eighteen-county area.

### **Meal Ordering**

Meals must be ordered from the food vendor on the day prior to delivery. Orders must be faxed or emailed; orders via telephone will not be accepted. Contractors will be financially responsible for “wasted meals” in excess of ten per month.

### **Nutrition Education and Counseling**

Contractor staff must distribute nutrition education materials (provided by the AAA) to clients at least monthly and refer clients to the AAA’s ADRC when the need for nutrition counseling is indicated.

### **Outreach Activities**

Contractor staff must conduct outreach activities with emphasis on identifying potential program participants who are among those in greatest social and economic need. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

### **Coordination**

Contractor staff must coordinate, as necessary, with the AAA’s case management provider who will complete intake/registration forms and conduct in-home assessments/reassessments for home delivered meals participants.

### **Staffing Requirements**

A contractor must have at least one person (paid or volunteer) to deliver meals between 9 a.m. and 12 p.m. (Volunteer time may be utilized as in-kind, local match.) Any staff member (paid or un-paid or volunteer) who has direct contact with a participant must have a background check on file in accordance with DAS policy (Manual 5600, Section 3036).

*\*(Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=1027> Click on “MAN5600” to download the DHS/DAS HCBS Manual and see Section 3036 – Criminal History Investigations.)*

## ***Scope of Services Format***

### **Program Description- Home Delivered Meals Only**

Offeror must fully describe the planned method of providing home delivered meals delivery.

- Describe how you will deliver meals. Identify the site where the food vendor will deliver meals, i.e., city hall, community center, etc. Identify who (by title) will receive the meals, check food temperatures, deliver meals to individuals and be involved in quarterly menu planning meetings.
- Identify the number of meals per day/week and total meals per year to be delivered.
- Explain your ordering process.
- Explain staff and volunteer orientation and/or training.
- Discuss client confidentiality.
- Describe your process for handling client contributions toward the cost of the meal. How will you account for cash contributions?
- Explain plans to ensure that current clients who need additional services are appropriately referred, including plans to ensure compliance with mandated reporting of abuse, neglect, and exploitation.
- Describe emergency plan to serve clients in cases of natural or man-made disasters.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences.
- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees and volunteers.
- Identify any proposed subcontractors. Indicate the exact nature of work, amount of work, and cost of work to be done by each proposed subcontractor. Include a statement from each proposed subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
  - (1) The general scope of work to be performed by the subcontractor;
  - (2) The subcontractor's willingness to perform the work indicated; and
  - (3) That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.

## J. Financial Stability and Cash Flow

The offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the agency.

1. Attach a copy of your most recent audit report. **Only one copy of the audit is required.** Attach it to the proposal with original signatures. If your company is not required to have an audit, provide an explanation.
2. If the offeror is a private company, provide a copy of the most recent year-end financial statements, along with a compilation report on those statements issued by a Certified Public Accountant (CPA).

3. Provide information about your financial resources (including line of credit) and describe your organization's financial plan to maintain adequate cash flow without interruption to services pending reimbursement for services rendered under this contract.
4. Explain any cash flow problems in the recent past that could not be resolved within 90 days.
5. Provide qualifications and technical skills of your financial staff. Briefly describe your organization's financial management system, internal controls, and provisions for audit and record retention. (All records relative to a contract must be maintained for seven years following the submission of the final expenditure report.) Include where financial records will be maintained and who (by title) will prepare financial invoices for submission to the AAA.
6. Attach a copy of your fidelity bond.
7. Provide any other information that will clearly describe fiscal accountability and capacity.

#### **K. Local Match Narrative**

Provide a detailed explanation of how local match requirements will be met (if applicable), e.g. cash, volunteer time, in-kind rent.

#### **L. Budget**

Prepare a proposed budget utilizing the budget form provided in Appendix G.

Note: The Division of Aging Services requires the completion of a budget utilizing a Uniform Cost Methodology (UCM) spreadsheet. The AAA is not requiring the completion of a UCM in response to this RFP. AAA staff will utilize budget information submitted on the form provided in Appendix G to assist selected providers in completion of the UCM at a later date.

#### **M. Budget Narrative**

Utilize the narrative form provided in Appendix G to provide a budget narrative to explain projected costs. The narrative must include the methodology for determining the amount and math calculations for the proposed cost for each line item.

### **V. TERMS AND CONDITIONS**

#### **A. Issuing Office**

The Southern Georgia Regional Commission's AAA issues this Request for Proposal (RFP) and is the sole point of contact for this RFP and subsequent revisions.

## **B. Revisions to Request for Proposal**

The Southern Georgia Regional Commission's AAA reserves the right to revise the Request for Proposal at any time prior to the proposal due date. In the event it becomes necessary to revise any part of the RFP, information regarding revisions will be provided on the Southern Georgia Regional Commission's website and mailed to organizations on the Regional Commission's list of potential bidders for AAA services.

## **C. Proposal Withdrawal**

A submitted proposal may be withdrawn prior to the due date by written request to the Issuing Officer. A request to withdraw a proposal must be signed by an authorized individual.

## **D. Cost of Preparing a Proposal**

The cost of developing the proposal is the sole responsibility of the offeror. The Southern Georgia Regional Commission's AAA will not provide reimbursement for such costs.

## **E. Cancellation of RFP**

The RC's AAA reserves the right to cancel this RFP at any time. The AAA will not be liable for any costs/losses incurred by the offerors throughout this process.

## **F. Acceptance of Proposal Content**

The contents of the proposal of the successful offeror may become part of any contract awarded as a result of this RFP. The AAA may request that the successful offeror submit a copy of the proposal electronically.

## **G. Sample Contract**

The Sample Contract, which the AAA intends to use with the successful offeror, is provided as Appendix J. Exceptions to the contract should be identified and submitted with the offeror's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements of the RFP. The apparent winning offeror may be required to enter into discussions with the AAA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the offeror's proposal. The

AAA reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful offeror a competitive advantage.

#### **H. Conflict of Interest**

If an offeror has any existing client relationship that involves the Southern Georgia Regional Commission or its AAA, the offeror must disclose each relationship.

#### **I. Minority Business Policy**

It is the policy of the AAA that minority business enterprises shall have a fair and equal opportunity to participate in the AAA procurement process. Therefore, the AAA encourages all minority business enterprises to compete for, win and receive contracts for services.

#### **J. Reciprocal Preference Law OCGA 50-5-60(b)**

For the purpose of evaluation only, offerors resident in the State of Georgia will be granted the same preference over offerors resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to offerors resident therein over offerors resident in the State of Georgia.

NOTE: For purposes of this Law, the definition of a resident offeror is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address will not satisfy this requirement.

### **VI. EVALUATION PROCESS**

#### **A. Administrative Review**

The proposals will be reviewed by the designated staff for the following requirements.

1. The proposal was hand delivered or mailed.
2. The proposal was received on time.
3. An original proposal with signatures, marked "Original," and five additional hard copies were received.
4. The proposal is complete, in the format described in Request for Proposal Section IV, Proposal Format, and includes a budget and budget narrative.

5. The offeror has at least two years of experience providing the proposed service or four years of experience providing other services for older adults, caregivers, or another at-risk population.
6. The offeror has the appropriate business license and meets any other license requirement(s) associated with the service being proposed.

**If the answer to any of the above is no, the proposal will be deemed unresponsive and will not receive any further review.**

## **B. Proposal Evaluation**

The proposal will be evaluated and scored using the evaluation criteria provided in Appendix H. The maximum total points are 100.

## **C. Identification of Apparent Successful Offeror**

The offeror with the highest score will be identified as the apparent successful offeror. The RC's AAA has the authority to award contracts or agreements to the offeror(s) that offer the best proposal(s) to the AAA, cost and other factors considered.

## **D. Rejection of Proposals**

The Southern Georgia Regional Commission's AAA reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the AAA to do so. The AAA may choose to waive any irregularity in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the AAA. It is also within the right of the Area Agency on Aging to reject proposals that do not contain all elements and information requested in this document.

## **VII. APPENDICES**

- A. Proposal Cover Sheet**
- B. Contractual and Standard Program Assurances**
- C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form**
- D. Certification Regarding Lobbying Form**
- E. Health Insurance Portability and Accountability Business Associate Agreement**
- F. SMART Objectives: Instructions and Sample Chart**
- G. Budget Forms (Budget Spreadsheet and Narrative Form)**
- H. Evaluation Criteria**
- I. Proposal Checklist**
- J. Sample Contract**

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**PROPOSAL COVER SHEET**

for

\_\_\_\_\_  
(enter proposed service)

**Proposed in Response to RFP #117**

Issued by

**Southern Georgia Regional Commission's  
Area Agency on Aging**

Initial Contract Period: July 1, 2020 through June 30, 2021

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Name of Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other Office Locations, if applicable: \_\_\_\_\_

Check all that apply:     Minority-owned     Female-owned     Less than 500 employees

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**ACCEPTANCE OF THE CONDITIONS  
OF THE REQUEST FOR PROPOSAL PACKAGE**

(Agency Name) \_\_\_\_\_ does hereby accept all the terms of the Request for Proposal Package, and I certify that to the best of my knowledge and belief, the cost data in this proposal are accurate, complete and current.

Typed or Printed Name of Authorized Person: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_

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## **CONTRACTUAL AND STANDARD PROGRAM ASSURANCES**

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All offerors must sign and submit the following assurances with their proposal package. An individual authorized to legally bind the offer must sign these assurances. The terms and conditions of the procurement are included. The offeror assures that:

- A. The organization, if a corporation, is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia.
- B. The organization does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).
- C. The proposal meets the requirements set forth in the RFP including any amendments.
- D. The person signing the proposal is the person in the offeror's organization responsible for, or authorized to make, decisions as to the prices quoted/budget information provided.
- E. The prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other offeror or competitor.
- F. If the proposal deviates from the detailed requirements of this RFP, the offeror will identify and explain all such deviations that appear in the body of the proposal. The Area Agency on Aging reserves the right to reject any proposal containing deviations, or to require modifications before acceptance.
- G. The organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data Interchange standards and regulations and any and all signed business associate agreement or other agreements for the Area Agency on Aging and the Department of Human Services, Division of Aging Services. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division of Aging Services or AAA policy will be a basis for rejection.
- H. The organization accepts the Area Agency on Aging's sole right to cancel the RFP at any time or amend the RFP before the due date for proposals.
- I. The organization accepts the Area Agency on Aging's sole right to alter the timetable for procurement as set forth in the RFP.
- J. All responses become the property of the Area Agency on Aging and will not be returned to the offeror. The Area Agency on Aging will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.

- K. The organization accepts the terms, conditions, criteria and requirements set forth in the RFP.
- L. No contact, direct or otherwise, has occurred with any employee of the Area Agency on Aging or DHS Division of Aging Services staff with direct involvement with the RFP process or program information, except as permitted by the RFP.
- M. No relationship exists, nor will exist during the contract period, should offeror enter into a contract with the Area Agency on Aging, that interferes with fair competition or is a conflict of interest.
- N. No relationship exists between the offeror and another person or organization that constitutes a conflict of interest with respect to an existing contract with the AAA.
- O. No claim will be made for payment to cover costs incurred in preparation and/or submission of the proposal or any other associated activities.
- P. The Area Agency on Aging has the right to reject any and all responses submitted.

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
*Type or Print*

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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.

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)

\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this first day of July 2020 (hereinafter the “Effective Date”) is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as “DHS”) and the Business Associate (hereinafter referred to as “Contractor”).

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”), 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. After providing written notification to DHS's Office of Inspector General, use PHI to make a report to a health oversight agency authorized by law to investigate DHS (or otherwise oversee the conduct or conditions of the DHS) about any DHS conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to DHS's Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate DHS.
  - D. 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 Attachments [BAA Exhibit Listing]-1 and [BAA Exhibit Listing]-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 Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment [BAA Exhibit Listing]-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment [BAA Exhibit Listing]-1 are impermissible.
  5. Contractor warrants that the individuals listed by name on Attachment [BAA Exhibit Listing]-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 Attachment [BAA Exhibit Listing]-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Attachment [BAA Exhibit Listing]-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.
  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 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: Stephen C. Harris  
DHS Deputy General Counsel and HIPAA Privacy Officer  
[Stephen.harris@dhs.ga.gov](mailto:Stephen.harris@dhs.ga.gov)  
404-656-9817

Randy C. Coleburn  
DHS Chief Information Security Officer  
[Randy.coleburn@dhs.ga.gov](mailto:Randy.coleburn@dhs.ga.gov)  
404-651-9876

B. At Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Contractor agrees that it will:**

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on [BAA Exhibit Listing]-1 and [BAA Listing]-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 subcontractor 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 [BAA Exhibit Listing]-1 or [BAA Exhibit Listing]-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in [BAA Exhibit Listing]-1 or [BAA Exhibit Listing]-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 employee) 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 the 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 the DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to the 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 the DHS in writing within two weeks of this 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 the 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 the DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 subparts A, D and 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 the 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 the DHS upon request.
- R. In addition to any indemnification provisions in the Contract, indemnify the 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 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. EMS 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.**

(Signatures on Following Page)

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

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

DATE

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
TITLE\*

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

## ATTACHMENT L-1

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

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:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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 Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to DHS Project Leader Contact.

## ATTACHMENT L-2

### **Part 1:**

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

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

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

### **Part 2:**

Please complete the table below if you indicated that Contactor DOES need any user accounts to access DHS Information Systems. 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:

<b>Full Name</b>	<b>Employer</b>	<b>DHS Information System</b>	<b>Type of Access (Read only? Write?)</b>

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

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator and [Randy.coleburn@dhs.ga.gov](mailto:Randy.coleburn@dhs.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 Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.

## INSTRUCTIONS: Developing SMART Objectives

SMART criteria/tests should be applied when writing objectives or measures and indicates accomplishment of an objective/task over a specified period of time. Objectives measure accomplishment of goals and begin with action verbs such as increase, reduce, achieve, maintain or have.

### \* SMART Objectives...

Specific  
Measurable  
Achievable  
Realistic  
Time Bound

**Specific**: Objectives should specify what they need to achieve in terms of cost, quality, timeliness, safety, environment, etc. To set a specific objective, you need to answer the six “W” questions:

1. Who: Who is involved?
2. What: What do I want to accomplish?
3. Where: Identify a location/program/service.
4. When: Establish a time frame.
5. Which: Identify requirements and constraints.
6. Why: Specify reasons, purpose or benefits of accomplishing the goal.

**Measurable**: You should be able to measure whether you are meeting the objectives or not; it should be quantifiable and focused on a specific outcome. To determine if your objective is measurable, ask questions such as...

- How much?
- How many?
- How will I know when it is accomplished?
- Does it change/impact behavior, attitude, condition, knowledge or status?

**Achievable**: Are the objectives you set achievable and attainable? Are you trying to reach the moon or a mountain? An objective can be high and achievable. Can we get it done in the timeframe/in this political climate/with this amount of money?

**Realistic**: Can you realistically achieve the objectives with the resources you have? What measure or area do you desire to see impacted? Will this objective lead to the desired results?

**Time Bound:** When do you want to achieve the set objectives?

**\* Use one SMART Objective per chart.**

Name of Service/Program: \_\_\_\_\_

**ACL Goals (circle the one that applies):**

Focus on sustainability to ensure programs and services remain available for those in need

Focus on reaching underserved persons

Empower older adults to stay active and healthy

Expand efforts to support individuals to remain in their desired residence as long as possible

Ensure consumers receive services in their own homes and communities

Exceed the expectations of our clients

**SMART Objectives**

<b>Goal __ – Objective # __</b>	<b>Annual Performance Measure</b>	<b>Action Steps</b>
The objective should state what will be accomplished, when it will happen, and why the outcome is needed.	Describe <u>quantifiable</u> annual performance measures that assures states objective/outcome will be <u>achieved</u> . If this is the first year for measuring this objective, then state how baseline is calculated.	Describe <u>realistic</u> and specific action steps needed and state date to be completed and person responsible to accomplish this task ( <u>when and who</u> ).



## APPENDIX H (Congregate & HDM)

<b>Proposal Evaluation Criteria Operation of Senior Center with Congregate and Home Delivered Meals</b>	<b>Maximum # of Points</b>
<b>Company Structure and Experience</b>	<b>15</b>
• Company structure is sufficient to operate a senior center and serve meals.	
• Experience is sufficient to operate a senior center and serve meals.	
• Days and hours of operation are sufficient.	
• Business litigation was adequately explained.	
• Assurances, debarment, lobbying and HIPAA forms were completed appropriately.	
<b>Program/Service Description</b>	<b>24</b>
• Offeror has described and demonstrated ability to operate a senior center and serve meals.	
• Plans to assist AAA in reaching 30 congregate meals a day requirement is reasonable.	
• Food handling and storage will ensure food safety.	
• Plans to participate in menu planning are sufficient.	
• Appropriate and required activities will be provided at the center.	
• Meal ordering process is acceptable.	
• Outreach activities will reach appropriate individuals.	
• Site councils will assist center participants.	
• Health, fire, insurance and food service permits are current.	
<b>Capacity</b>	<b>27</b>
• Qualifications and capability of staff are suitable to operate a senior center and serve meals.	
• Number of staff seems appropriate.	
• Special initiatives or collaborations will enhance the program.	
• Staff and volunteer development will ensure staff is trained.	
• Policy and procedures for client confidentiality will safeguard client information.	
• Process for soliciting and handling client contributions is acceptable.	
• Technology will allow reporting requirements to be met.	
• Client satisfaction is addressed appropriately.	
• Emergency plan is adequate.	
<b>SMART Objectives</b>	<b>4</b>
• The chart was completed for at least one goal.	
• The goals are feasible and seem appropriate for senior center operation and meal service.	
<b>Financial Stability and Cash Flow</b>	<b>13</b>
• An audit (or rationale for no audit) or year-end financial statement is included and reflects appropriate financial information.	
• Financial resources are adequate.	
• Cash flow issues are described.	
• Qualifications and skills of financial staff are adequate.	
• Financial management system is adequate.	
• Bond is adequate.	
<b>Budget Narrative</b>	<b>5</b>
• Budget narrative adequately explains projected cost for each line item.	
• Methodology for determining amounts is acceptable and math calculations are correct.	
<b>Local Match Narrative</b>	<b>4</b>
• Offeror understands local match requirements.	
• Explanation to meet local match requirements is adequate.	
<b>Budget Spreadsheet</b>	<b>8</b>
• Budget is completed accurately.	
• The proposed budget seems reasonable.	
• Proposed costs are allowable.	
• Salaries and fringe seem reasonable.	
<b>TOTAL</b>	<b>100</b>

**APPENDIX H (HDM only)**

<b>Proposal Evaluation Criteria Home Delivered Meals Only</b>	<b>Maximum # of Points</b>
<b>Company Structure and Experience</b>	<b>25</b>
• Company structure is sufficient to deliver meals.	
• Experience is sufficient to deliver meals.	
• Days and hours of operation are sufficient.	
• Business litigation was adequately explained.	
• Assurances, debarment, lobbying and HIPAA forms were completed appropriately.	
<b>Program/Service Description</b>	<b>45</b>
• Site where food vendor will deliver meals is acceptable.	
• The number of people involved in meal delivery is adequate.	
• Meal ordering process is appropriate.	
• Orientation/training for staff or volunteers is appropriate.	
• Client confidentiality will not be an issue.	
• Process for handling client contributions is adequate.	
• Emergency plan is adequate.	
<b>Financial Stability and Cash Flow</b>	<b>13</b>
• An audit (or rationale for no audit) or year-end financial statement is included and reflects appropriate financial information.	
• Financial resources are adequate.	
• Cash flow issues are described.	
• Qualifications and skills of financial staff are adequate.	
• Financial management system is adequate.	
• Bond is adequate.	
<b>Budget Narrative</b>	<b>5</b>
• Budget narrative adequately explains projected cost for each line item.	
• Methodology for determining amounts is acceptable and math calculations are correct.	
<b>Local Match Narrative</b>	<b>4</b>
• Offeror understands local match requirements.	
• Explanation to meet local match requirements is adequate.	
<b>Budget Spreadsheet</b>	<b>8</b>
• Budget is completed accurately.	
• The proposed budget seems reasonable.	
• Proposed costs are allowable.	
• Salaries and fringe seem reasonable.	
<b>TOTAL</b>	<b>100</b>

## PROPOSAL CHECKLIST

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This list is intended as a guide but does not supersede specific requirements listed in the RFP.

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- A. Proposal Cover Sheet** (Appendix A)
- B. Company Structure**
- C. Experience**
- D. Business Litigation**
- E. Contractual and Standard Program Assurances** (Appendix B)
- F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form** (Appendix C)
- G. Certification Regarding Lobbying** (Appendix D)
- H. Health Insurance Portability and Accountability Business Associate Agreement** (Appendix E)
- I. Scope of Services**
- J. Financial Stability and Cash Flow** (Remember to attach audit or year-end financial statements, along with compilation report. Also, attach fidelity bond.)
- K. Local Match Narrative**
- L. Budget** (Use spreadsheet provided in Appendix G.)
- M. Budget Narrative** (Use narrative form provided in Appendix G.)

**APPENDIX J**

**SOUTHERN GEORGIA REGIONAL COMMISSION CONTRACT**

Contract # **See Annex A**

Contract Period: See **Annex A**

**SECTION I:**

**PARA #101 CONTRACT BETWEEN:**

**The Southern Georgia Regional Commission (RC), 1725 South Georgia Parkway, West, Waycross, Georgia 31503, designated as the Southern Georgia Area Agency on Aging (AAA),** legally empowered to contract pursuant to the Constitution and Laws of Georgia (Official Code of Georgia Annotated, Section 49-2-1), and hereinafter referred to as the RC;

AND

**(For name of CONTRACTOR, see Annex A attached hereto)**

legally empowered to contract pursuant to the Constitution and laws of Georgia and/or the Georgia Nonprofit Corporation Code, and hereinafter referred to as the CONTRACTOR.

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 RC, 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. CONTRACTOR agrees to advise any client served under the terms of this contract of the independent status of the CONTRACTOR and the RC.

**PARA #102 RC AND CONTRACTOR AGREEMENTS:**

WITNESSETH:

**WHEREAS**, the RC's 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 Southern 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 RC's 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 RC.
  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 RC's 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 RC's AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the RC's AAA is satisfactorily completed by the CONTRACTOR and received by the RC. **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 RC's 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 RC's AAA on the CONTRACTOR's monthly financial reporting form for the same month in which they are received. The amount of the donation will be deducted from the CONTRACTOR's monthly payment. Donations must be tracked separately.

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 #203** of this contract.
11. That the CONTRACTOR will use the DHS, Division of Aging Services, and RC's 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 RC's AAA. All required forms will be provided by the RC's 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 RC's AAA policies and procedures to determine projected costs of contracted services.
15. That the RC's AAA has the right to reduce the amount of this contract. For instance, the RC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

**B. THE RC WILL:**

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

**PARA #103 CONTRACT EXTENSION:**

The RC's AAA may extend this contract and/or any part thereof contingent upon availability of funding, CONTRACTOR performance, and resolution of monitoring/audit issues.

**PARA #104 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:**

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, including the Department of Human Services, Division of Aging Services' policy and the RC's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, 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 SERVICE PRACTICES:** The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, including the Department of Human Services, Division of Aging Services' policy and the RC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. No individual shall 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 RC.
  
- 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 subcontractors 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 / HIPAA COMPLIANCE:**

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services, Division of Aging Services, and the RC's policy on respecting the confidentiality of an individual's records. CONTRACTOR further

agrees **not** to disclose any information concerning any individual to any unauthorized person without the written consent of the individual employee, client, or responsible parent or guardian.

It is understood and agreed that DHS and the RC are a “covered entities” as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the RC that its use or disclosure of any person’s protected health information received from or on behalf of the RC will be governed by the Business Associate Agreement, attached hereto as **Annex C**, which the CONTRACTOR agrees to by signing this Contract and otherwise executing the Business Associate Agreement. 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 paragraph 10B of the Business Associate Agreement.

**PARA #106 CONFLICT OF INTEREST:**

- A. The CONTRACTOR certifies 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.

**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 RC's AAA contract number involved and the paragraph(s) being modified or superseded.
- B. Unilateral modification by the RC'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 RC 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 RC's Executive Director of the occurrence of either of the reductions stated above shall be conclusive.
- C. Unilateral modification by the RC's AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance on a quarterly basis. Under-performance in any quarter shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.
- D. Unilateral modification by the RC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the RC'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 RC'S RIGHT TO SUSPEND CONTRACT:**

The RC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the RC's AAA 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 RC's AAA, in the programmatic performance of service delivery.

**PARA #109 SEVERABILITY:**

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of the 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 the 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 the 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 RC's AAA 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 State or the RC as of that moment. A certification by the Executive Director of the RC of the occurrence of either of the events stated above shall be conclusive.
- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the RC's AAA for failure of the CONTRACTOR to perform any of the provisions hereof. Should the RC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and the 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 canceled 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 thirty (30) 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 occur:
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 DHS or to DHS.
  4. CONTRACTOR has exhibited an inability to meet its financial or service obligations under this contract.
  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 RC 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 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.
  10. CONTRACTOR loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

**PARA #111 COOPERATION IN TRANSITION OF SERVICES:**

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason will cooperate as requested by the RC and/or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the RC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the RC and/or DHS. 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 RC and/or DHS immediately and shall become the property of the RC or DHS. Unless otherwise specified in this Contract, CONTRACTOR shall effectuate and accomplish transition at no cost to the RC.

**PARA #112 FORCE MAJEURE:**

Each party will be excused from performance under this contract to the extent 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 be default under this contract nor 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 RC and/or DHS are interrupted by a force majeure event, the RC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

**PARA #113 ACCESS TO RECORDS AND INVESTIGATION / INSPECTION OF WORK PERFORMED:**

- A. The state and federal government, the Department of Human Services, and the RC shall have full and complete access to 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. CONTRACTOR and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-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 RC, and/or the DHS Office of Fraud and Abuse (upon the request), 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 RC and/or the Office of Fraud and Abuse full access to its records and by allowing its employees to be interviewed during such investigations.
- C. The RC shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of the 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 the contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or material relevant to or pertaining to this contract. The RC 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 RC.
- D. The CONTRACTOR agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any

such agreement at to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by CONTRACTOR after such appeals, litigation, claims, or exceptions have been resolved.

**PARA #114 COLLECTION OF AUDIT EXCEPTIONS:**

The CONTRACTOR agrees that the RC 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 RC for the total exception by check.

**PARA #115 SUBCONTRACTS:**

The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract.

- A. The CONTRACTOR agrees to reimburse the RC 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.
- B. 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 CONTRACTOR 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.
- C. 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 RC or DHS may pursue appropriate remedies as a result of such breach.

**PARA #116 PUBLICITY:**

The CONTRACTOR will ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the RC's AAA as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements,

or similar information prepared by or for the CONTRACTOR. The CONTRACTOR must receive prior approval from the RC's AAA to use the materials. All media and public information materials must also be approved by the DHS Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display the Department of Human Services or the RC's name or logo in any manner, including, but not limited to, display on the CONTRACTOR'S letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the RC.

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

- 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 RC and the Department of Human Services. The federal agency and the DHS shall determine whether protection of the invention or discovery shall be sought. The federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, 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 DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.
- C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the RC 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 RC 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 DHS Policy 7901, Protection of Human Subjects.

- C. All products developed/collected including raw data, databases, including code specifications shall be the property of the RC and DHS and may be subject to review and validation by RC and/or DHS 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 to ensure 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 or federal laws, that this contract may be terminated immediately in whole or in part.

**PARA #120 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:
  - (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 to carry out the requirements of Official Code of Georgia Section 50-24-3.

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

A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR, by signing **Annex G**, 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 RC a signed "Certification Regarding Lobbying."
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 the Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instruction, copies of which may be obtained from the RC's AAA.
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 the CONTRACTOR under subparagraphs "b" or "c" of this paragraph. An event that materially affects the accuracy of the information reported includes:
  - a. 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
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
  - c. A change in the officer(s), employee(s), or member(s) contracted 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. The 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, Internet, 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.
  3. The 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 purposes.

**PARA #122 CRIMINAL RECORDS INVESTIGATIONS:**

- A. The CONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia Annotated. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Georgia Applicant Processing Services (GAPS) system. The CONTRACTOR must register with the GAPS at [www.aps.gematlo.com/ga/index.htm](http://www.aps.gematlo.com/ga/index.htm) and follow the instructions provided on the website.

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

- B. Pursuant to O.C. G. A. § 49-2-14, after receiving and reviewing the criminal history report generated through the GAPS process, the Department of Human Services (DHS) 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 DHS 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. The provisions of paragraphs A and B of this contract 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 of Human Services or by the Georgia Department of Early Care and Learning; or
  2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #123 AIDS POLICY:**

The CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services consumer/customer/client/patient, 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 RC and appropriate division or office of the DHS, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

**PARA #124 HOLD HARMLESS AGREEMENT:**

The parties each agree to be responsible and liable for, and to hold each other harmless from and against any and all suits, legal proceedings, claims, demands, damages, cost and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission or act of a party or anyone acting in its behalf in connection with or incident to this contract, or as a result of any failure of such party to properly carry out its responsibilities under this contract.

**PARA #125 DEBARMENT:**

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies 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, and have any Lower Tier Contractor sign a certification in the form as set forth in Annex F hereto.

**PARA #126 PROPERTY MANAGEMENT REQUIREMENTS:**

The CONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the RC 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 Asset Services Section and the RC'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. The CONTRACTOR understands and will comply with the requirements for inventory of property (at least every two years) and the control system to safeguard against loss, damage or theft as contained in the property manual.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 25 days after acquisition of such property, to the RC's AAA (that will report to the Division of Aging Services). The DHS division/office (Division of Aging) will then forward the completed form # 5111 to the DHS Asset Services Section. For any State of Georgia-owned

vehicles operated under this contract, the CONTRACTOR agrees to submit to the RC's AAA 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, the 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 RC's AAA for final disposal determination.
  2. Upon notification by the Office of Technology and Support through the RC's AAA, the 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.

**PARA #127 DOCUMENTATION OF RENT COST:**

- A. All CONTRACTOR 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.
- B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR must be supported by a local statement of service and maintenance cost in lieu of rent in public buildings and by three separate statements of comparable rent. Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200.

**PARA #128 VIOLATIONS OF THIS CONTRACT:**

The RC 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. Deobligation of funds from this contract;
- D. Termination of this contract in accordance with PARA # 110.

**PARA #129 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 # 130 COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:**

The CONTRACTOR agrees to comply with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that the CONTRACTOR has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. The CONTRACTOR also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the RC, 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.

The CONTRACTOR certifies by signing and providing the sworn affidavit titled Security and Immigration Affidavits, attached hereto as Annex D, 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 RC. Furthermore, CONTRACTOR agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract 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 #131 CRITICAL INCIDENT REPORTING (“CIR”):**

The CONTRACTOR has the responsibility for ensuring the health and safety of clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the CONTRACTOR shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the CONTRACTOR to provide services pursuant to this Contract.

- A. In the case of an emergency, CONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 911).
- B. CONTRACTOR shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable.
- C. CONTRACTOR is responsible for taking necessary actions to protect clients from any possibility of harm. In doing this, CONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.
- D. CONTRACTOR must notify the appropriate RC staff of the critical incident and results of any immediate action taken. CONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

- E. The RC will determine whether the CONTRACTOR's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the RC will determine:
1. Whether or not client's health, safety and welfare are adequately protected;
  2. That the response to the situation and event was reasonable and appropriate;
  3. That the CONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar situations were taken;
  4. That CONTRACTOR and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report;
- F. CONTRACTOR agrees to cooperate with the RC in its investigations of Critical Incidents, and implement corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each CONTRACTOR shall post a "Notice Concerning Critical Incidents Reporting." The signage shall be produced by the CONTRACTOR or RC and shall conform in content to the sample Annex E attached to this contract. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.

All other reporting procedures and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.

CONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of CONTRACTOR's or the RC's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

## **SECTION II**

### **PARA #201 TYPE OF PAYMENT**

The budget with fund source(s) as identified in Annex A, is made a part of this contract. For cost reimbursable contracts, the Uniform Cost Methodology Spreadsheet identifies the line items for which reimbursement may be made. For unit cost contracts, payments will be made based on the unit cost identified in Annex A.

### **PARA #202 BUDGET LIMITATION:**

- A. The maximum reimbursement to the CONTRACTOR will not exceed 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 the line item expenditures are expected to exceed 10% of the previously approved line item of budgets. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted to and approved by the RC's AAA in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds and does not exceed the total approved budget for this contract. However, a plus or minus deviation of 10% within budget line items except "**equipment**" is authorized. (There is a 0% over expenditure tolerance for an "equipment" line item.)
- C. Within 30 days from the date of receipt of a request for line item budget revision approval, the RC's AAA will review the request and notify the CONTRACTOR of its decision if the decision can be made at the RC's AAA level. Line item revisions to budgets are reported directly to the Division of Aging in the Aging Information Management System (AIMS).

**PARA #203 REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:**

- A. The CONTRACTOR agrees to provide the required local match (certified cost and/or in-kind) as indicated in **ANNEX A**. The CONTRACTOR agrees to report the local match as well as "in-kind support" to the RC's AAA on the required expenditure report as per 45 CFR - Part 74.61(b) and 74.53(d). ("In-kind support" is cash or in-kind furnished or donated to the programs over and beyond the required applicable match which would otherwise have to be reimbursed by Aging funds if the "in-kind support" was not available.) Verifiable accounting records that adequately identify certified cost 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.

- B. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:

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. When specifically authorized in writing by federal legislation, federal funds received from other grants may be considered as grantee's cash contribution.

- C. The State and Federal term "in-kind match" is synonymous and is defined below:

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 this contract. When specifically authorized in writing by federal legislation, property purchased with federal funds may be considered as grantee's in-kind contribution.

- D. 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.

- E. 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 and that these records will be available for the RC's AAA, the Georgia Department of Human Services, Division of Aging Services, Department of Audits and/or Federal auditors to review.

- F. The CONTRACTOR agrees to submit a monthly certified cost report by fund source for each program (DHS Form #5215, Report of Certified or In-Kind Costs) not later than the 5th working day following the end of each month during the term of this contract unless otherwise specified in this contract. Form 5215 will be provided under separate cover.

- G. The CONTRACTOR that utilizes subcontractor provided in-kind match or certified cost match will support their Form #5215 report with copies of the subcontractor's Form #5215, Report of Certified or In-Kind Costs. This also includes required match and "in-kind support" by fund source for each program.

- H. The CONTRACTOR'S and its subcontractor's Form #5215 agree to include and report all "in-kind support" to the RC's AAA even when there is no required match applicable to a fund source.

#### **PARA #204 ADVANCE OF FUNDS**

- A. Any advance of federal and state funds permitted by the Department of Human Services, Division of Aging Services, and the RC under this contract must be

returned to the Department prior to the end of the contract period. Requests for advances must be submitted to the RC's AAA prior to March 15 of the current program year to receive an advance for the next program year. The CONTRACTOR further agrees that upon termination of this contract for any reason, all unexpended funds held by the CONTRACTOR shall revert to the RC. Receipt of advance of funds by the CONTRACTOR requires a fidelity/assurance bond and the "advance of funds" will be separately recorded in the CONTRACTOR'S accounting records as a unique liability account for advanced funds from the RC. The CONTRACTOR further agrees that the "advance of funds" will be repaid in three equal installments during March, April, and May of the contract period unless the RC approves another repayment schedule. The CONTRACTOR must submit a copy of the fidelity/assurance bond to the RC's AAA prior to the RC issuing advance funds.

- B. Should any interest be earned on funds that were advanced by the RC, the CONTRACTOR will report and apply the interest to the cost of this contract prior to making a reimbursement request to the RC's AAA.

**PARA #205 FIDELITY BOND:**

- A. The person who executes this contract and 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, the State, and the RC against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit the Southern Georgia Regional Commission. 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 SUBMISSIONS:**

- A. The CONTRACTOR agrees to submit a monthly programmatic/performance statistical report in the form and manner specified by the Division of Aging Services and the RC's AAA. This report, with the exception of the Community Care Services Program as described below (Item B), must be received not later than the close of business of the fifth (5th) working day after the end of each month of service during the term of this contract. Programmatic reporting forms will be provided under separate cover.
- B. The monthly programmatic report required of the Community Care Services Program CONTRACTOR must be received by the RC's AAA not later than the close of business of the fourth (4th) working day after the end of each month of

service during the contract. The programmatic report will be provided under separate cover.

- C. The CONTRACTOR further agrees to submit to the RC's AAA a quarterly programmatic report, if required. This quarterly report must be received not later than the close of business of the seventh (7th) working day after the end of each quarter. The required quarterly report forms will be provided under separate cover.
- D. Failure to submit programmatic and/or expense reports to the RC's AAA by the deadlines specified above may result in a delay in reimbursement for services.
- E. The CONTRACTOR also agrees to submit any other programmatic reports in the form and manner as specified by the RC's AAA. Failure to submit requested information may result in a delay in reimbursement.
- F. The CONTRACTOR also agrees to submit a "final supplemental/13th month" programmatic report on this contract, if required, not later than 30 calendar days following the end of the program year or the contract termination date. A request for reimbursement will not be honored if the programmatic reporting requirements have not been completed satisfactorily.

**PARA #207 EXPENDITURE REPORT SUBMISSIONS:**

- A. The CONTRACTOR agrees to submit a monthly reimbursement request in the form and manner as specified by the Division of Aging Services and the RC's AAA to be received by the RC's AAA not later than the close of business of the fifth (5<sup>th</sup>) working day after the end of the month of service during the term of this contract. Monthly reporting form(s) will be provided under separate cover.
- B. The RC's AAA may withhold reimbursement if satisfactory explanations are not provided regarding the provision of services provided and dollars expended. Failure to submit programmatic and/or expense reports to the RC's AAA on time may result in a delay in reimbursement for services.
- C. The CONTRACTOR further agrees to submit the "final supplemental/13th month" expenditure report on this contract, if required, not later than 30 calendar days following the end of the program year of the contract termination date. Any reimbursement request submitted after said 30 days will not be paid by the RC's AAA. The reporting form for the "final supplemental/13th month" report is the same as the monthly reporting forms.

**SECTION III**

**PARA #301 CONTRACTOR COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

The 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 RC for any loss of funds or resources resulting from non-compliance by the CONTRACTOR, its staff, agents, or subcontractors as revealed in any subsequent audits. CONTRACTOR understands that the following items, as relevant to the service(s) to be provided, apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

- A. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Subgrantee as used in this Code of Federal Regulations.
- B. The federal cost principles for determining allowable costs under this contract is 2 CFR 200.
- C. Fair Labor Standards Act of 1938, as amended.
- D. Georgia DHS Division of Aging Services Programmatic Policies and Procedures, Standards and Guidelines for Area Agencies on Aging, as amended.
- E. Community Care Services Program Policies and Procedures, as amended.
- F. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer's and their Families.
- G. 45 CFR Part 92
- H. Federal Programmatic Regulations (as applicable to the service to be provided):
  - 1. Title III - 45 CFR Part 1321, Administration on Aging, Older Americans Program, and 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.
  - 2. Long Term Care Ombudsman - Older Americans Act of 1965, as amended (42 U.S.C. 3027 (a) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. Seq.
  - 3. SSBG - Social Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35
  - 4. Title V - 41 CFR Part 29-70, 103; 29 CFR Part 89 or 20 CFR Part 674

5. CCSP - 45 CFR Part 200 Title XIX, Social Security Act, 1987, as amended
  6. GEORGIACARES - Section 4360 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, P.L. 101-166 Section 511
- I. Health Insurance Portability and Accountability Act (HIPAA) and 45 CFR Parts 160 and 164.

**PARA #302 AUDITS:**

- A. **Local Governments and Nonprofit Organizations-** CONTRACTORS that expend \$750,000 or more in **Federal funds** during their fiscal year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Uniform Guidance is located in 2 CFR part 200. Its audit requirements are located in 2 CFR part 200, subpart F. The audit reporting package shall include the documents listed in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

CONTRACTORS expending \$100,000 or more in **State funds** during their fiscal year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

CONTRACTORS expending at least \$25,000 but less than \$100,000 in **State funds** during the fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as described in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

CONTRACTOR further agrees to submit the required audit or financial statements within 180 days after the close of the CONTRACTOR's fiscal year.

- B. **For Profit Organizations-** Funds awarded to these CONTRACTORS cannot be expended to pay for the cost of a financial statement audit. In lieu of a financial statement audit, the CONTRACTOR must make available to the Regional Commission (RC) and its designees access to records and financial statements necessary for the RC to determine compliance with laws, regulations, and the provisions of the contract. RC's designees shall include, but not be limited to, RC employees, RC auditors, RC consultants, or federal and state employees. Records must be made available upon request for both announced and

unannounced visits.

The RC may choose to arrange and pay for a “limited scope audit” which will include “agreed-upon procedures conducted in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants.” These “limited scope audits” will address one or more of the following types of compliance requirements:

- activities allowed or unallowed;
- allowable costs/cost principles;
- eligibility;
- matching, level of effort, earmarking; and
- reporting

The RC will engage an independent Certified Public Accountant to conduct the aforementioned “limited scope audit.”

- C. The CONTRACTOR will be liable for any audit exceptions (findings, questioned costs, disallowed costs) resulting from failure to adhere to any of the regulations cited in this contract or any appropriate state or federal law. When the costs have been declared disallowed by the RC, such funds shall be promptly refunded to the RC upon written request from the SGRC to the CONTRACTOR.

Failure to comply with the above audit and financial reporting requirements could be cause for the RC to suspend payments, to terminate this contract, and/or to require a refund of all monies received under this contract.

### **PARA #303 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**

#### **PARA #401 CONTRACT ANNEX INCLUSION:**

All annexes, as applicable, are made a part of this contract and are hereto attached:

**Annex A** - Statement of Work (includes budget)

**Annex B** – Older Americans Act Hearing Procedures

**Annex C**- Business Associate Agreement (HIPAA)

**Annex D**- Security and Immigration Affidavits

**Annex E**- Notice Concerning Critical Incident Reporting

**Annex F**- Certification Regarding Debarment

**Annex G**- Certification Regarding Lobbying