

Southern Georgia
Regional Commission's



SOUTHERN GEORGIA REGIONAL COMMISSION

AREA AGENCY ON AGING

REQUEST FOR PROPOSAL
for
AGING SERVICES

RFP #116

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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.

- In-home Services (Homemaker, Personal Care, and Respite Care)
- Adult Day Care
- Home Modification (Wheelchair Ramp Construction)
- Elderly Legal Assistance Program
- Wellness/Health Promotion
- Caregiver Education
- Case Management Services, including Nutrition Counseling Services

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 10 a.m. (Optional)	Offeror's Conference Southern Georgia Regional Commission 1725 South Georgia Parkway, West Waycross, GA 31503
November 18, 2019 10 a.m. (Optional)	Uniform Cost Methodology (UCM) Technical Assistance 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 date (on or about)
July 1, 2020	Contractor begins work (on or about)

Note that attendance at the Offeror's Conference and the UCM Technical Assistance session is optional. If you wish to take advantage of one or both of these events, contact Kimberly Rodgers (krodgers@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, including questions about the Uniform Cost Methodology Spreadsheet (UCM), 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 (krodgers@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.

Activities of Daily Living (ADLs) are the basic tasks of everyday life that are required for self-care and independent living, which include: eating, bathing, grooming, dressing transferring, and continence.

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.

Continuous Care or Supervision refers to assistance to and/or oversight of a person on a regular basis.

Dementing Illness is a condition characterized by the loss or impairment of intellectual abilities of sufficient severity to interfere with social or occupational functioning.

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.

Frail (as defined by the Older American's Act) is the term used to describe an individual who is unable to perform at least three activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

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.

Homemaker Services refers to assistance such as preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

Instrumental Activities of Daily Living (IADLs) are the more complex series of life functions necessary for maintaining a person's immediate environment which include: managing money, telephoning, preparing meals, laundry, housework, outside home, routine health, special health, and being alone.

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

Personal Care Services refers to the provision of personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more activities of daily living (eating, dressing, bathing, grooming, toileting, and transferring).

Respite Care Services refers to the provision of intermittent and temporary substitute care or supervision of frail, functionally impaired and/or cognitively impaired persons on behalf of and in the absence of the primary caregiver, for the purpose of providing relief from stress or responsibilities associated with providing continuous care or supervision, to enable the caregiver to continue the provision of care in the home. In-home respite care is provided by appropriately trained and supervised paid workers who attend to the needs of the care receiver in the same manner as the primary caregiver, in their places of residence.

Uniform Cost Methodology (UCM) Spreadsheet is the Excel spreadsheet that all offerors responding to this RFP must use for budgeting purposes. The UCM must be submitted with a proposal that results from this Request for Proposal.

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 the Uniform Cost Methodology spreadsheet and Budget Narrative form 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 others. **(Note: If an offeror is proposing to provide more than one program described below as a “Scope of Services,” totally separate proposals must be submitted for each. Do not combine two or more proposed “Scopes of Services” in a single proposal.)**

1. Scope of Services for In-Home Services (Homemaker, Personal Care, and Respite Care)

The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of providing quality in-home homemaker and personal care services for frail, elderly individuals and in-home respite care services to caregivers of frail elderly persons or persons of any age with dementing illnesses.

Services will be provided to eligible persons in their places of residence. Special emphasis is placed on individuals, as indicated by the Older Americans Act:

- Who reside in rural areas
- Who have greatest economic need
- Who have greatest social need
- Who have severe disabilities
- With limited English proficiency
- With Alzheimer's disease or related disorders
- Who are frail, and
- Who are at risk for institutional placement

General Eligibility Requirements

Homemaker and Personal Care Services

Eligible persons must be age 60 and over, have a physical or mental disability or disorder which restricts his/her ability to perform basic activities of daily life (ADLs) and/or instrumental activities of daily living (IADLs), or which threatens his/her capacity to live independently. Also, eligible individuals must lack sufficient access to persons who are willing and/or able to assist with or perform needed basic ADLs and/or IADLs or provide adequate support to enable the individual to continue to live independently.

Respite Care Services

Eligible persons must ordinarily be age 60 and over, with the exception of those persons who have Alzheimer's disease or a related dementia. Eligible persons must have a physical or mental disability or disorder which restricts his/her ability to perform basic activities of daily live (ADLs) and/or instrumental activities of daily living (IADLs), or which threatens his/her capacity to live independently. Also, eligible individuals must receive care from a caregiver (adult relative or friend) who is in need of relief from the duties of caregiving in order to be able to continue to maintain the person at home. The caregiver is considered the client for respite care services.

Funding and Payment

Homemaker Services

A total of approximately \$205,552 in federal and state funding is available for the provision of homemaker services. A local match of \$13,472 is required.

Personal Care Services

A total of approximately \$186,553 in federal and state funding is available for the provision of personal care services. A local match of \$10,573 is required.

Respite Care Services

A total of approximately \$296,036 in federal and state funding is available for the provision of respite care services. Approximately \$12,032 is required for local match.

Payment for all services will be made on a *unit cost basis*. Offerors may submit separate unit costs for each service (homemaker, personal care, and respite care). 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 homemaker, personal care, and respite care 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 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 DDS is current and accurate. Specifically, contractors must promptly submit client data reflecting beginning and ending dates of service into DDS and alert AAA and HCBS case management staff.

Client 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 208. (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 208** – In-Home Services.)

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 208, In-Home Services
Section 306, Homemaker Services
Section 308, Personal Care Services
Section 316.12, Caregiver/Respite Care Services
(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 homemaker, personal care, and respite care services must be in compliance with pertinent portions of the DHS/DAS HCBS manual listed above. Sections 202 and 208 outline general requirements, and Sections 306, 308, and 316.12 outline specific requirements for homemaker, personal care, and respite care services.

Scope of Services Format

Program Description- In-Home Services Narrative

Offeror must fully describe the planned method of providing in-home homemaker, personal care, and respite care services.

- Explain how homemaker, personal care, and respite care services will be provided.
- Identify the number of units for homemaker services, the number of units for personal care services, and the number of units for respite care services to be provided. (A unit equals one hour of service. Also, be sure the number of units matches the number of units indicated in the Budget Forms, Appendix G.)

- Identify counties to be served. While the AAA seeks to have homemaker, personal care, and respite care services available in all area counties, offerors may choose to apply to serve one county, all counties, or any combination of counties.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences.
- Describe policies that ensure services will be delivered in accordance with the service plan.
- 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).
- 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 and/or Division of Aging Services 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. Refer to the organizational chart (required by Section IV, Proposal Format of this RFP) to demonstrate effective lines of communication and program responsibility.

- Describe compliance with Georgia’s licensure requirements for private home care providers, as well as plans to maintain licensure under the Rules and Regulations of the State of Georgia as found at <https://dch.georgia.gov/divisionsoffices/healthcare-facility-regulation/hfr-laws-regulations> (Private Home Care Providers, Chapter 111-8-65. Provide proof of licensure.
- Identify the number of paid full time equivalents (FTEs) by job titles (i.e., RNs, LPNs, CNAs, PCAs, clerks, etc.) that will be devoted to this project.
- Discuss organization’s policy regarding criminal background checks and drug screening of new and current employees.
- Provide administrative office hours and location(s). State when (days and hours of operation) client services will be provided. Provide any other pertinent information regarding administrative and service delivery site(s).

Service Plan for Individual Services

- Describe individual client service admission and discharge policies, procedures, and criteria.
- Describe how individualized service plans (based on assessment data provided by the AAA’s case management provider) are designed for each person receiving homemaker, personal care, and/or respite care services.

Special Initiatives, Innovations, or Collaborations

- Describe any special initiatives or innovations that will enhance offeror’s program in the community.
- 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 by offeror.

Professional and/or Volunteer Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror’s plan for conducting ongoing staff training including topics and number of training sessions to be held.
- Describe method offeror will use 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 and Contributions

- Describe policy or procedures concerning client confidentiality.
- Describe process for soliciting and handling client contributions toward the cost of the services and/or fees.
- Describe how offeror will account for cash contributions.

- Describe the billing procedures for 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.
- Detail person(s) responsible for data validation, data entry, and reporting.

Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's 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 Adult Day Care

The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of providing quality adult day care (social model) services for individuals with Alzheimer's disease or related dementias (and collaterally their spouses or caregivers) who do not function fully independently but who do not need 24-hour nursing care.

The Older Americans Act provides for giving preference to persons:

- Who reside in rural areas
- Who have greatest economic need
- Who have greatest social need
- Who have severe disabilities
- With limited English proficiency
- With Alzheimer's disease or related disorders
- Who are frail, and
- Who are at risk of institutionalization

General Eligibility Requirements

Eligible persons for this service are adults of any age with Alzheimer's disease or a related dementing illness, who are functionally impaired in their ability to perform regular activities of daily living (ADLs), and their caregivers.

Funding and Payment

A total of approximately \$95,552 in federal and state funding is available for the provision of adult day care services. A local match of \$6,855 is required.

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 adult day care 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 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 DDS is current and accurate. Specifically, contractors must promptly submit appropriate forms reflecting beginning and ending dates of service.

Client Files

Providers must maintain a separate file for each participant, containing all written records pertaining to the services provided.

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 302, Adult Day Care/Day Health 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 adult day care services must be in compliance with pertinent portions of the DHS/DAS HCBS manual listed above. Section 202 outlines general requirements, and Section 302 outlines specific requirements for adult day care.

Scope of Services Format

Program Description- Adult Day Care Narrative

Offeror must fully describe the planned method of providing adult day care services.

- Explain how adult day care services will be provided.
- Provide a description of the facility and give details about any plans to provide non-traditional models of daycare, including mobile daycare.
- Provide limitations of the program for providing services to individuals with special care needs.
- Briefly describe plans to ensure the safety of program participants.
- Provide details about any plans to provide transportation for program participants.
- Explain plans to meet meal service requirements.

- Explain any requests for exceptions or waivers to program requirements.
- Identify the number of units to be provided. (A unit equals one hour of service.)
- Identify counties to be served. Offerors may choose to apply to serve one county, all counties, or any combination of counties.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences.
- Describe policies that ensure that services will be delivered in accordance with the service plan.
- 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).
- 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 and/or Division of Aging Services 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. Refer to the organizational chart (required by Section IV, Proposal Format of this RFP) to demonstrate effective lines of communication and program responsibility.
- Identify the number of paid full time equivalents (FTEs) by job titles (i.e., program administrators, activities directors, RNs, LPNs, assistants, clerks, etc.) that will be devoted to this project. Briefly summarize job duties for each person. Also, identify the number of volunteers, summarize the job

duties for each volunteer, and state the number of hours each volunteer will work on this project.

- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees.
- Provide administrative office hours and location(s). State when (days and hours of operation) client services will be provided. Provide any other pertinent information regarding administrative and service delivery site(s).

Service Plan for Individual Services

- Describe individual client service admission and discharge policies, procedures, and criteria.
- Describe how individualized service plans (based on assessment data provided by the AAA's case management provider) are designed for each person receiving adult day care services.

Special Initiatives, Innovations, or Collaborations

- Describe any special initiatives or innovations that will enhance offeror's program in the community.
- 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 by offeror.

Professional and/or Volunteer Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror's plan for conducting ongoing staff training including topics and number of training sessions to be held.
- Describe method offeror will use 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 and Contributions

- Describe policy or procedures concerning client confidentiality.
- Describe process for soliciting and handling client contributions toward the cost of the services and/or fees.
- Describe how offeror will account for cash contributions.
- Describe the billing procedures for 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.
- If data entry is necessary, who, by job title(s), would be responsible for data validation, data entry, and reporting.

Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's satisfaction with services.

SMART Objectives

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

3. Scope of Services for Home Modification (Wheelchair Ramp Construction)

The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of constructing and installing wheelchair ramps for access to and from the homes of individuals who are physically challenged. The successful offeror must serve the entire Southern Georgia area (eighteen counties).

The Older Americans Act provides for giving preference to persons:

- Who reside in rural areas
- Who have greatest economic need
- Who have greatest social need
- Who have severe disabilities
- With limited English proficiency
- With Alzheimer's disease or related disorders
- Who are frail, and
- Who are at risk for institutional placement

General Eligibility Requirements

Recipients of this service will be persons 60 years of age or older with physical limitations necessitating wheelchair ramps for access to and from their residences.

Funding and Payment

A total of approximately \$89,518 in state funding is available for the provision of home modification services.

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

Access to Services

The AAA's ADRC is the single point of entry for home modification 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 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 DDS is current and accurate. Specifically, contractors must promptly submit appropriate forms reflecting beginning and ending dates of service.

Client 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 208. (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 208** – In-Home Services)

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 208, In-Home Services
Section 314, Home Modification and Repair Services
(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 home modification services must be in compliance with pertinent portions of the DHS/DAS HCBS manual listed above. Sections 202 and 208 outline general requirements, and Section 314 outlines specific requirements for home modification.

Scope of Services Format

Program Description- Home Modification Services Narrative

Offeror must fully describe the planned method of providing home modification services.

- Explain how home modification services (wheelchair ramp construction) will be provided.

- Identify the approximate number of wheelchair ramps to be constructed and an estimate of the average number of man-hours necessary for the installation of each ramp.
- Describe the building materials that will be used.
- Describe plans to ensure that wheelchair ramps are constructed according to ADA standards.
- Describe plans to ensure quality workmanship. Explain when and how a 90-day warranty certificate will be issued.
- Describe plans to ensure compliance with any local building codes and requirements.
- Describe any special plans to meet the logistical challenge of serving the entire 18-county area.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences.
- 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 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).
- 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 and/or Division of Aging Services 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. Refer to the organizational chart (required by Section IV, Proposal Format of this RFP) to demonstrate effective lines of communication and program responsibility.

- Describe plans for compliance with any pertinent professional standards, including licensure and certification (if applicable according to state/county/municipal codes) or any state training requirements.
- Discuss plans to provide necessary and appropriate liability insurance coverage and bonding for employees who perform work in and around clients' homes.
- Identify the number of paid full time equivalents (FTEs) by job titles (i.e., administrators, carpenters, clerks, etc.) that will be devoted to this project. Briefly summarize job duties for each person. Also, identify the number of volunteers, summarize the job duties for each volunteer, and state the number of hours each volunteer will work on this project.
- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees.
- Provide administrative office hours and location(s). State when (days and hours of operation) client services will be provided. Provide any other pertinent information regarding administrative and service delivery site(s).

Special Initiatives, Innovations, or Collaborations

- Describe any special initiatives or innovations that will enhance offeror's program in the community.
- 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 by offeror.

Professional and/or Volunteer Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror's plan for conducting ongoing staff training including topics and number of training sessions to be held.
- Describe method offeror will use 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 and Contributions

- Describe policy or procedures concerning client confidentiality.
- Describe process for soliciting and handling client contributions toward the cost of the services and/or fees.
- Describe how offeror will account for cash contributions.
- Describe the billing procedures for 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.

Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's satisfaction with services.

SMART Objectives

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

4. Scope of Services for Elderly Legal Assistance Program

The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of providing an Elderly Legal Assistance Program (ELAP) to include legal information, legal community education, and direct case representation in non-criminal matters.

Offerors for this program may propose to serve one county, all counties, or any combination of counties. However, the AAA must ensure that ELAP services are available in the entire 18-county area and will, therefore, give preference to offerors who propose to serve the entire area.

General Eligibility Requirements

Recipients of this service will be persons 60 years of age or older, with preference given to those in greatest economic or social need and emphasis placed on low income minority individuals, rural elderly, and persons who are limited English speaking.

Funding and Payment

A total of approximately \$114,073 in federal and state funding is available for the provision of ELAP services. A local match of \$10,994 is required.

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

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
(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 202.**)
- DHS/DAS Manual 5200, Chapter 2000
Section 2010, Overview
Section 2020, Standards
Section 2030, Forms
Section 2040 Brochures and Publications
Section 2050 Monitoring Guide for AAAs
(Manual available at: <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=816>)

Click on “**MAN5200**” to download the *DHS/DAS Access to Services 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

ELAP services must be in compliance with pertinent portions of the DHS/DAS manuals listed above. Section 202 of Manual 5300 outlines general requirements and Sections 2010 through 2050 of Manual 5200 outline specific information, standards, and requirements for ELAP services.

Priority Issue Areas

Offerors should carefully review *DHS/DAS Manual 5200, Chapter 2000, Section 2020, Standards* for a listing of mandated and specific priority areas.

Scope of Services Format

Program Description- Elderly Legal Assistance Program (ELAP) Narrative

Offeror must fully describe the planned method of providing ELAP services.

Service Delivery

- Explain how ELAP services will be provided.
- Identify counties to be served.
- Discuss how the legal community education requirement will be met. How many sessions are planned and where will they be held?
- Approximately how many hours of legal and related counseling will be provided? For how many individuals (cases)?
- Describe the client intake process, including information about hours of intake, the use of standardized intake forms, whether the intake process will be done on a “face to face” basis, and how and who will conduct intake interviews. If “face to face” intake will occur, provide a list of planned intake site(s).
- Describe how the offeror will coordinate efforts with any other ELAP providers within the service area. Outside the service area?
- Describe systems in place or under development to identify and resolve conflicts of interest (e.g., adverse party files, review of outside employment by Elderly Legal Assistance Program staff, possibility of opposing counsel in the same office, etc.)
- Describe how the offeror will interface with the Area Agency on Aging ADRC (888-732-4464).
- Discuss how clients will be referred to pro bono or reduced fee assistance programs. And will ELAP follow up and how?

Services for Vulnerable Residents

- How will the offeror ensure service to target populations?
- Describe any special materials or techniques the offeror has developed to serve special populations.
- Provide limitations of the program for providing services to individuals with special care needs.
- Describe methods to be used to provide services and intake to clients with Limited English Proficiency/Sensory Impairment (LEP/SI).
- Explain plans to ensure that current clients who need additional services are appropriately referred, including plans to ensure the safety of adult victims of abuse, neglect, and exploitation.

Non-Attorney Service Delivery

- If an attorney who is not licensed to practice in Georgia will provide direct legal assistance, discuss his/her supervision by a licensed attorney. How will situations be handled in which the expertise of a licensed attorney is needed?
- Is the use of paralegals anticipated? If so, what types of information or legal assistance will they provide?
- Clearly identify (name and business address) the attorney who is responsible for supervision of non-attorneys.
- Will the supervising attorney be available on a regular or as-needed basis?
- Will contact between the supervising attorney and supervisees be made in person or by phone?
- In what instances will the non-attorney provide assistance to clients without first discussing the issue with the supervising attorney?
- How often will the supervising attorney be present during the client intake process? Discuss timeframes for the client having access to the attorney.

Case Selection and Prioritization

- Describe the method used to determine which cases are accepted and which are rejected. If a case acceptance meeting method is used, how often are the meetings held and with whom? Who makes the ultimate decision? Will the ELAP case acceptance method differ from the method ordinarily used by the offeror's office, organization, or practice? If so, how?
- Discuss how a potential client's social and economic need will impact the case acceptance process.
- Discuss plans to ensure service in the mandated and specific priority areas as outlined in the ELAP standards.
- Describe how potential clients are to be handled if their cases fall outside of priority listing or cannot be handled by the program. How will these individuals be informed of this determination and what, if any, advice or assistance will be provided?

- Keeping the mandated priorities in mind, describe any current or proposed system of case ranking. Describe plans to ensure compliance with the limitation on the number of Last Will and Testaments that may be prepared in a fiscal year.

Fee Generating Cases

- For fee generating cases (as defined in 45 CFR §1321.71(g)), describe the screening and intake process used to determine if adequate representation is unavailable or if an emergency situation, which requires immediate action, exists.
- Describe referral process for fee generating cases. List types and numbers of referral attorneys to be provided to clients. How will the referral attorneys be selected? When clients are referred, will they be asked to return to the provider if referral attorneys reject their case?

Client Confidentiality

- Describe policy or procedures concerning client confidentiality.

Subcontractor(s)

- 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 and/or Division of Aging Services 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. Refer to the organizational chart (required by Section IV, Proposal Format of this RFP) to demonstrate effective lines of communication and program responsibility.
- Identify the number of paid full time equivalents (FTEs) by job titles (i.e., attorneys, paralegals, interns, clerks, etc.) that will be devoted to this

project. (At least one attorney, licensed to practice law in Georgia, must devote a portion of his/her time to the program.)

- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees.
- Provide administrative office hours and location(s). State when (days and hours of operation) client services will be provided. Provide any other pertinent information regarding administrative and service delivery site(s).

Special Initiatives, Innovations, or Collaborations

- Describe any special initiatives or innovations that will enhance offeror's program in the community.
- Describe any new or ongoing plans to obtain additional financial support or resources for this program.
- Describe any partnerships, collaborations, task forces, or coalitions with other community organizations or private businesses that will strengthen the services provided by offeror.
- Describe coordination with other elder rights systems programs. Specifically, discuss plans for coordination with, and legal support of, the following programs: Long Term Care Ombudsman (LTCO), GeorgiaCares, ADRC, and Adult Protective Services (APS). Discuss any established interaction patterns, referral processes, and/or lines of communication. Discuss any planned joint community education efforts.

Outreach or Marketing Program

- Describe the agency's program awareness activities or marketing plan.
- Describe the methods offeror will use to provide outreach to minorities, low-income, homebound, institutionalized, or otherwise isolated individuals.
- Describe any special materials or techniques offeror has developed to reach special populations, including persons with Limited English Proficiency/Sensory Impairment (LEP/SI).
- Describe any specific populations offeror will target, if any.

Professional and Staff Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror's plan for conducting ongoing staff training including topics and number of training sessions to be held.
- Describe method offeror will use to determine the training needs of staff.
- Describe any anticipated requests for legal assistance training (from Division of Aging Services).
- If offeror is a current provider, indicate the most recent date of staff attendance at a training/conference regarding legal services for seniors. Which ELAP staff members have not attended a similar conference/training within the last three state fiscal years?

- Describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year.

Technology and Ability to Meet Reporting Requirements

- Describe agency's capacity for and use of technology, both in agency administration and delivering services.
- Describe agency's plan for maintaining adequate hardware, software, etc.
- Indicate capacity or plan to interface with the Division of Aging Services data reporting system.
- Discuss plans to meet the program's reporting requirements. Which staff person(s) by job title will prepare the quarterly narrative report, enter information into the Division of Aging Services data reporting system, validate data, and ensure its accuracy?

Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's satisfaction with services. What elements of legal services does offeror expect to measure?
- If clients are dissatisfied, what actions will be taken?
- Describe any office or organizational quality control system (i.e., case review, internal monitoring, programmatic and/or fiscal audits) in place or under development.

SMART Objectives

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

5. Scope of Services for Wellness/Health Promotion

The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of providing Health/Wellness Promotion Services. The successful offeror must serve the entire Southern Georgia area (eighteen counties).

General Eligibility Requirements

Health/Wellness Promotion services shall be provided for persons 60 years of age or older, or to adult caregivers of frail, older persons, with priority given to meeting the needs of persons with the greatest economic or social needs; and/or medically underserved, or caretakers of the frail elderly.

Funding and Payment

A total of approximately \$80,414 in federal and state funding is available for the provision of wellness/health promotion services. A local match of \$8,042 is required.

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

Purpose of the Program

The Wellness/Health Promotion Services solicited through this RFP shall be operated to assist older adults in achieving healthy, independent, and self-sufficient lives to the extent possible and to provide information and assistance to their family caregivers.

Program Overview

Wellness/Health Promotion Services may be designed to assist healthy older persons in maintaining positive health states; to assist older persons with chronic diseases to better manage their conditions; and to promote healthy lifestyles and behaviors among all older persons at the community level. Wellness and health promotion activities will occur in group settings.

While potential activities and services appropriate for the Wellness/Health Promotion Services program are myriad, the AAA/DAS mandates that the majority of services offered be evidence-based. (See definition of evidence-based programs under the topic of Definition of Terms in Section I, Introduction of this RFP.) Such programs include, but are not limited to, the Chronic Disease Self-Management Program (CDSMP), Matter of Balance (MOB), Tai Chi, and the Diabetes Self-Management Program (DSMP). Such programs may require the use of volunteers to serve as Master Trainers, Lay Leaders, Coaches, and/or

Leaders. A list of current volunteers who fulfill these roles is available upon request.

Data Collection and Reporting Activities

The successful offeror must ensure that all Wellness/Health Promotion Services data is collected and services are reported using the appropriate format established by DHS/DAS and/or the AAA. AAA staff will provide reporting and data entry training when necessary. Data collection and reporting activities may include data entry in the DDS, pre/post surveys, and quarterly and annual reports.

Program Legislation, Regulation, Program Standards and/or Guidelines

- Older Americans Act: <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
- Wellness/Health Promotion standards are included in the Georgia DHS/DAS Manual available at <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=811> (Click on Index, click on Aging Services, click on Man 5300, and click on Section 214 Wellness Program Requirements.)
- Disease Prevention and Health Promotion Services (OAA Title IIID) at <https://acl.gov/programs/health-wellness/disease-prevention>
- Guidance from National Council on Aging including information about evidence-based programs at <http://www.ncoa.org/improve-health/center-for-healthy-aging/>
- Other rules, regulations, standards, and transmittals promulgated by the State of Georgia and any AAA program directives

Scope of Services Format

Program Description- Wellness/Health Promotion Services Narrative

Offeror must fully describe the planned method of providing Wellness/Health Promotion Services.

- Indicate intent to serve all eighteen counties. The area's senior centers will be the venues for most of the wellness/health promotion activities and services. A listing of the senior centers and their addresses are provided for planning purposes on the Southern Georgia AAA website at: <http://www.sgrc.us/senior-centers-and-nutrition-programs.html>.
- Explain plans to provide evidence-based wellness programs.

- Explain plans to provide wellness/health promotion activities in addition to evidence-based programs.
- Explain plans to participate in wellness events (e.g., health fairs), remembering that these events are often conducted on weekends.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences.
- Explain plans to ensure that clients who need additional services are appropriately referred, including plans to ensure compliance with mandated reporting for abuse, neglect, and exploitation.
- Describe how the offeror will resolve client issues effectively and timely.
- 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).
- Describe in detail any proposed subcontract agreements. Identify proposed contractors and indicate the exact nature of the 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 Area Agency on Aging and/or Division of Aging Services 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.
- Discuss relevant experience and list any credentials key staff members hold in regard to leading exercise classes and providing health/nutrition education programs.
- Describe relevant experience and list any credentials key staff members hold in relation to providing health presentations, pre/post written testing, cooking demonstrations, and/or conducting health screening (blood pressure checks, range of motion testing, endurance testing, etc.).
- Identify the number of full time equivalents (FTEs) by job titles (wellness coordinator, clerical, etc.) that will be devoted to this project.

- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees.
- Provide administrative office hours and location(s). State when (days and hours of operation) client services will be provided.
- Provide any other pertinent information regarding administrative and service delivery site(s).

Special Initiatives, Innovations, or Collaborations

- Describe any special initiatives or innovations that will enhance offeror's program in the community.
- 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 by offeror.

Professional and/or Volunteer Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror's plan for conducting ongoing staff training including topics and number of training sessions to be held.
- Describe method offeror will use 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.
- Describe any plans to utilize volunteers in the Wellness/Health Promotion program. Discuss any current or planned volunteer recruitment and management efforts.

Client Confidentiality and Contributions

- Describe policy or procedures concerning client confidentiality.
- Describe any processes for soliciting and handling client contributions toward the cost of the services and/or fees.
- Describe how offeror will account for any cash contributions.
- Describe the billing procedures for fees. Attach copies of any materials used to solicit fees. (Georgia Division of Aging Services is encouraging the development of fee-for-service opportunities, with the overall goal of sustainability.)

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.

Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's satisfaction with services.

SMART Objectives

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

6. Scope of Services for Caregiver Education

The Area Agency on Aging (AAA) is requesting proposals from qualified offerors capable of providing caregiver education.

Specifically, the successful offeror will be tasked with providing an approved caregiver education program(s).

Note: Georgia Division of Aging Services (DAS) requires that AAAs ensure the provision of at least one evidence-based caregiver intervention program (EBCIP).

General Eligibility Requirements

Caregiver Education services are provided for family, professional, and paraprofessional caregivers, as well as individuals hired by families through self-directed care programs to provide services to frail older persons who live independently, but who are functionally and/or cognitively impaired.

Funding and Payment

A total of approximately \$52,238 in federal and state funding is available for the provision of caregiver education services. A local match of \$5,582 is required.

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

Purpose of the Program

The purpose of Caregiver Education Services solicited through this RFP is to achieve the following desired outcomes:

- Acquisition by caregivers of information and skills which enhance their ability to provide sustained care and support to a functionally impaired elderly adult;
- Reduction or remediation of stress or other burden(s) resulting from the caregiving experience;
- Opportunity for respite from caregiving responsibilities through regular contact with others in like circumstances;
- Enhanced decision making ability of caregivers supported by factual information from reliable sources;
- Increased knowledge of community programs, resources, and supports; and
- Improved outcomes for caregivers to take care of their own health and well-being.

All Caregiver Education Services solicited through this RFP must comply with the guidelines and requirements for evidenced-based programs (EBPs) and evidenced-informed programs (EIPs) targeted primarily towards caregivers. Examples of state-approved caregiver-oriented EBPs and EIPs can be found in DHS/DAS HCBS Manual 5300: Section 316.15, *Evidenced-Based and Evidence-Informed Programs*. (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 316)

Data Collection and Reporting Activities

The successful offeror must ensure that all Caregiver Education Services data is collected and services are reported using the appropriate format established by DHS/DAS and/or the AAA. AAA staff will provide reporting and data entry training when necessary. Data collection and reporting activities may include data entry in the DDS, pre/post surveys, and quarterly and annual reports.

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
(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 202**)
- DHS/DAS Manual 5300:
Section 316, Caregiver Education and Training
(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 316**)
- Directives of the Powerful Tools for Caregivers Program, ensuring its fidelity and efficacy as an EBCIP, www.powerfultoolsforcaregivers.org.
- Other rules, regulations, standards, and transmittals promulgated by the State of Georgia and the Area Agency on Aging program directives

Scope of Services Format

Program Description- Caregiver Education Services Narrative

Offeror must fully describe the planned method of providing caregiver education services.

- Explain how caregiver education will be provided.
- Identify counties to be served. Offerors may choose to apply to serve one county, all counties, or any combination of counties.
- A successful program will need persons trained as class leaders. Explain how this will be accomplished and maintained.
- Explain plans to ensure that class leaders selected will have the time to train and the commitment to teach classes.
- What type(s) of volunteer recruitment efforts will be utilized for this project? In which counties will recruitment occur and why? Describe prior experience with volunteer recruitment, training, retention, and management. Explain the value of the prior experience as it relates to this project.
- Describe plans to coordinate and procure Master Trainer(s) to teach/certify the recruited class leaders.
- Describe plans to market the program to caregivers.
- In what types of locations/venues will the classes be held?
- Indicate the number of classes to be provided and an estimate of the total number of caregivers to be served.
- Describe alternate plans to be utilized in the event of expected or unexpected staff or volunteer absences.
- Explain plans to ensure that clients who need additional services are appropriately referred, including plans to ensure compliance with mandated reporting for abuse, neglect, and exploitation.
- Describe how the offeror will resolve client issues effectively and timely.
- 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).
- Describe in detail any proposed subcontract agreements. Identify proposed contractors and indicate the exact nature of the 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 Area Agency on Aging and/or Division of Aging Services (DAS) to effectively resolve issues related to service delivery and clients/caregivers.
- Discuss the qualifications and capability of staff to provide effective services that will meet all program standards.
- Discuss relevant experience and list any credentials key staff members hold in regard to providing caregiver education services.
- Identify, by job title, the individual(s) who will be primarily tasked with this project and indicate the anticipated number of hours he/she will devote to it.
- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees, as well as volunteers.
- Provide administrative office hours and location(s). State days and hours of operation.
- Provide any other pertinent information regarding administrative and service delivery site(s).

Special Initiatives, Innovations, or Collaborations

- Describe any special initiatives or innovations that will enhance offeror's program in the community.
- 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 by offeror.

Professional and/or Volunteer Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror's plan for conducting ongoing staff training including topics and number of training sessions to be held.
- Describe method offeror will use 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.
- Describe plans to utilize volunteers in the Caregiver Education program.

Client Confidentiality and Contributions

- Describe policy or procedures concerning client confidentiality.
- Describe any processes for soliciting and handling client contributions toward the cost of the services and/or fees.
- Describe how offeror will account for any cash contributions.
- Describe the billing procedures for fees. Attach copies of any materials used to solicit fees. (Georgia Division of Aging Services is encouraging

the development of fee-for-service opportunities, with the overall goal of sustainability.)

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.

Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's satisfaction with services.

SMART Objectives

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

7. Scope of Services for Case Management Services, including Nutrition Counseling

The Area Agency on Aging is requesting proposals from qualified offerors capable of providing case management and nutrition counseling for Non-Medicaid Home and Community Based Services (HCBS) clients. Case management services will include:

- Comprehensive case management
- Assessment/reassessment
- Information and referral services

Also, nutrition counseling services will be provided to a limited number of HCBS clients.

Service Area and Anticipated Caseload

Services must be provided for residents of the entire eighteen-county service area.

A single provider will be selected. It is anticipated that:

- Comprehensive case management (as defined in §210 of the DHS/DAS Requirements for Non-Medicaid Home and Community Based Services Manual 5300) will be provided for clients as funding and capacity permits
- Approximately 1,000 HCBS clients per year will require assessment/reassessment. These clients reside throughout the AAA's eighteen-county service area.
- Information and referral services will be provided on an as-needed basis for all HCBS clients who reside throughout the AAA's eighteen-county service area.
- Approximately 20 HCBS clients will receive nutrition and counseling services each year. These clients may reside in any of the AAA's eighteen counties.

Population to be Served

Individuals served must be eligible according to the Georgia DHS/DAS Requirements for Non-Medicaid Home and Community Based Services Manual. The manual outlines specific eligibility requirements and priority of service information for each HCBS program. Preference will be given to those in greatest economic or social need and who are at highest risk for institutionalization. Emphasis will be placed on low-income minority individuals and rural elderly.

Target Group for Nutrition Counseling Services

The target groups for this service are:

- Older Adults
 - 1) With special needs and/or high nutritional risk and
 - 2) Whose income is below poverty
- When appropriate, caregivers of older adults with the characteristics described above.

Funding and Payment

Case Management (excluding nutrition counseling)

A total of approximately \$263,610 in federal and state funding is available for the provision of comprehensive case management, assessment/reassessment, and information/referral services. A local match of \$6,060 is required.

Nutrition Counseling

A total of \$2,000 in state funding is available for nutrition counseling services. No local match is required.

Payment for all services will be made on a *cost reimbursable* basis. Nutrition counseling services must be budgeted and reported separately. Providers will invoice monthly, utilizing monthly report forms provided by the AAA.

Access to Services

The AAA's ADRC is the single point of entry for aging services, including case management. 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. ADRC staff will refer clients to the successful offeror for face-to-face assessment prior to the initiation of services

Exceptions:

- *If current HCBS clients request additional services, case management staff may assess for the additional services without ADRC screening and referral.*
- *If, during the course of providing case management, it becomes apparent to case management staff that a client is appropriate (and eligible) for HCBS nutrition counseling, case management staff may provide the service without ADRC screening and referral.*

Assessment and Reassessment

Assessments and reassessments will be provided for all in-home services (homemaker, personal care, and respite), adult day care, home modification (wheelchair ramp construction), and home delivered meals.

The case management contractor will complete intake/registration forms and conduct on-site assessments. Contractor staff must complete a face-to-face assessment within 10 days of receiving the referral from ADRC staff. While referrals may be for a specific service, assessment staff should assess (or reassess) for all available and appropriate services. The contractor will reassess the need for services within a year after services begin and at least annually thereafter, or when a client's condition changes.

Also, for home delivered meals clients, a Nutrition Screening Initiative (NSI) Checklist must be completed within six months after services begin. As opposed to initial assessments and subsequent reassessments, the NSI completed within six months of the begin date may be done during a telephone contact. All other assessment and reassessment activities must be completed during a face-to-face contact, which ordinarily occurs in the client's home.

DAS Data System (DDS)

Case management staff must complete all data entry requirements in the DAS data reporting system designed.

Client Files

Providers, including case management staff, must maintain a file for each participant, containing all pertinent forms and information. Requirements for client records are outlined in the Georgia DHS/DAS Requirements for Non-Medicaid Home and Community Based Services.

Program Legislation, Regulation, Program Standards and/or Guidelines

- Older Americans Act: <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
- HCBS Case Management standards are included in the Georgia DHS/DAS Manual available at <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=811> (Click on Index, click on Aging Services, click on Man 5300, and click on Section 210 Case Management.)
- Nutrition Counseling guidelines are included in the Georgia DHS/DAS Manual available at <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=811> (Click on Index, click on Aging Services, click on Man 5300, and click on Section 304 Nutrition Services Program Guidelines and Requirements.)
- Other rules, regulations, standards and transmittals promulgated by the State of Georgia and the Area Agency on Aging program directives
- Healthy People 2020:
<http://www.healthypeople.gov/>
- Dietary Guidelines for Americans:
<http://www.health.gov/dietaryguidelines/dga2005/document/>

Scope of Services Format

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

A. Program Description – Offeror must fully describe the planned method of providing case management.

- Describe case management services. Include how, when, who, frequency, where, and other details that will fully explain services.
- Explain service (care) plan development and utilization.
- Discuss fee-for-service/cost share determination process.
- Explain how nutrition counseling services will be provided.
- Explain how assessments and reassessments will be coordinated with other aging service providers to ensure a smooth enrollment process.
- Explain the process for data entry into the DAS Data System. Include who will enter data, who will review data, and when data entry will occur.
- 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 the offeror will resolve client issues effectively and timely.
- 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).
- 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.

B. 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 Area Agency on Aging and/or Division of Aging Services 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.
- Describe alternate plans to be utilized in the event of expected or unexpected staff absences.
- Identify the number of full time equivalents (FTEs) by job titles (i.e., RNs, LPNs, RDs, social workers, clerks, etc.) that will be devoted to this project.
- Discuss organization's policy regarding criminal background checks and drug screening of new and current employees.

- Provide administrative office hours and location(s). State when (days and hours of operation) intake and assessment services will be provided. Provide any other pertinent information regarding administrative and service delivery site(s).
- Describe emergency plan to serve clients in cases of natural or man-made disasters.

C. Special Initiatives or Collaborations

- Describe any special initiatives or collaboratives that will enhance offeror's program in the community.
- Describe any new or on-going 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 by offeror.

D. Professional Staff Development

- Describe how offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe offeror's plan for conducting on-going staff training including topics and number of training sessions to be held.
- Describe method offeror will use 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.

E. Client Confidentiality and Contributions

- Describe policy or procedures concerning client confidentiality.

F. 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.

G. Quality Assurance Program or Plan

- Describe how offeror will ensure the quality of the program or services to clients.
- Describe how offeror will determine the client's satisfaction with services.

H. SMART Objectives

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

End of *Scope of Services* for Case Management Services

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. Utilize the UCM spreadsheet provided in Appendix G. Also, a UCM training manual is included in Appendix G to assist you in completion of the budget.

M. Budget Narrative

Utilize the Budget 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 (UCM Spreadsheet, Manual, and Narrative Form)**
- H. Evaluation Criteria**
- I. Proposal Checklist**
- J. Sample Contract**

PROPOSAL COVER SHEET

for

(enter proposed service)

Proposed in Response to RFP #116

Issued by

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

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

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

**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: _____

CONTRACTUAL AND STANDARD PROGRAM ASSURANCES

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
Office of General Council
Stephen.harris@dhs.ga.gov
404-656-9817

Randy C. Coleburn
DHS Chief Information Security Officer
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*

*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. Please attach additional pages if needed.

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

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

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

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

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator and 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

Goal __ – Objective # __	Annual Performance Measure	Action Steps
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 hose 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 (In-Home Services)

Proposal Evaluation Criteria In-Home Services	Maximum # of Points
Company Structure and Experience	15
<ul style="list-style-type: none"> • Company structure is sufficient to provide aging in-home services. • Experience is sufficient to provide aging in-home services. • Office locations are sufficient to provide in-home services. • Days and hours of operation are sufficient to provide in-home services. • Business litigation was adequately explained. • Assurances, debarment, lobbying and HIPAA forms were completed appropriately. 	
Program/Service Description	24
<ul style="list-style-type: none"> • Offeror has described and demonstrated ability to provide quality in-home services. • Alternate plan(s) for staff absences is acceptable. • Services will be delivered in accordance with service plan. • Plans for appropriate client referrals are adequate. • Client issues will be resolved effectively and timely. • Special populations will be served. 	
Capacity	27
<ul style="list-style-type: none"> • Qualifications and capability of staff are suitable to provide quality in-home services. • Licensure requirements are met. • Number of staff seems appropriate. • Admission and discharge procedures seem appropriate. • Special initiatives or collaborations will enhance the program. • Professional 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 and fees is acceptable. • Technology will allow reporting requirements to be met. • Program quality and client satisfaction are addressed appropriately. 	
SMART Objectives	4
<ul style="list-style-type: none"> • The chart was completed for at least one goal. • The goals are feasible and seem appropriate for in-home services. 	
Financial Stability and Cash Flow	13
<ul style="list-style-type: none"> • 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. 	
Budget Narrative	5
<ul style="list-style-type: none"> • Budget narrative adequately explains projected cost for each line item. • Methodology for determining amounts is acceptable and math calculations are correct. 	
Local Match Narrative	4
<ul style="list-style-type: none"> • Offeror understands local match requirements. • Explanation to meet local match requirements is adequate. 	
Uniform Cost Methodology Spreadsheet	8
<ul style="list-style-type: none"> • UCM is completed accurately. • The proposed budget seems reasonable. • Proposed costs are allowable. • Salaries and fringe seem reasonable. 	
TOTAL	100

APPENDIX H (Adult Day Care)

Proposal Evaluation Criteria Adult Day Care	Maximum # of Points
Company Structure and Experience	15
<ul style="list-style-type: none"> • Company structure is sufficient to provide adult day care. • Experience is sufficient to provide adult day care. • Office locations are sufficient to provide services. • Days and hours of operation are sufficient to provide adult day care. • Business litigation was adequately explained. • Assurances, debarment, lobbying and HIPAA forms were completed appropriately. 	
Program/Service Description	24
<ul style="list-style-type: none"> • Offeror has described and demonstrated ability to provide quality adult day care. • Facility and participant safety are suitable. • Plans for appropriate client referrals are adequate. • Plans for meeting the meals requirement are adequate. • Transportation issues were addressed effectively. • Alternate plan(s) for staff absences is acceptable. • Plans for appropriate client referrals are adequate. • Client issues will be resolved effectively and timely. 	
Capacity	27
<ul style="list-style-type: none"> • Qualifications and capability of staff are suitable to provide quality adult day care. • Number of staff seems appropriate. • Admission and discharge procedures seem appropriate. • Special initiatives or collaborations will enhance the program. • Professional 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 and fees is acceptable. • Technology will allow reporting requirements to be met. • Program quality and client satisfaction are addressed appropriately. 	
SMART Objectives	4
<ul style="list-style-type: none"> • The chart was completed for at least one goal. • The goals are feasible and seem appropriate for adult day care. 	
Financial Stability and Cash Flow	13
<ul style="list-style-type: none"> • 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. 	
Budget Narrative	5
<ul style="list-style-type: none"> • Budget narrative adequately explains projected cost for each line item. • Methodology for determining amounts is acceptable and math calculations are correct. 	
Local Match Narrative	4
<ul style="list-style-type: none"> • Offeror understands local match requirements. • Explanation to meet local match requirements is adequate. 	
Uniform Cost Methodology Spreadsheet	8
<ul style="list-style-type: none"> • UCM is completed accurately. • The proposed budget seems reasonable. • Proposed costs are allowable. • Salaries and fringe seem reasonable. 	
TOTAL	100

APPENDIX H (Home Modification)

Proposal Evaluation Criteria Home Modification/Wheelchair Ramps	Maximum # of Points
Company Structure and Experience	15
• Company structure is sufficient.	
• Experience is sufficient to build quality wheelchair ramps.	
• Office locations are sufficient to provide services.	
• Days and hours of operation are sufficient.	
• Business litigation was adequately explained.	
• Assurances, debarment, lobbying and HIPAA forms were completed appropriately.	
Program/Service Description	24
• Offeror has described the program effectively.	
• Ramps will have proper building materials.	
• Ramps will meet ADA standards and any local building codes.	
• Plans will ensure quality workmanship.	
• Plans for client referrals are adequate.	
• Client issues will be resolved effectively and timely.	
Capacity	27
• Qualifications and capability of staff are suitable to build wheelchair ramps.	
• Licensure requirements will be met.	
• Number of staff seems appropriate.	
• Plans for insurance and bonding are suitable.	
• Special initiatives or collaborations will enhance the program.	
• Professional 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 and fees is acceptable.	
• Technology will allow reporting requirements to be met.	
• Program quality and client satisfaction are addressed appropriately.	
SMART Objectives	4
• The chart was completed for at least one goal.	
• The goals are feasible and appropriate.	
Financial Stability and Cash Flow	13
• 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.	
Budget Narrative	5
• Budget narrative adequately explains projected cost for each line item.	
• Methodology for determining amounts is acceptable and math calculations are correct.	
Local Match Narrative	4
• Offeror understands local match requirements.	
• Explanation to meet local match requirements is adequate.	
Uniform Cost Methodology Spreadsheet	8
• UCM is completed accurately.	
• The proposed budget seems reasonable.	
• Proposed costs are allowable.	
• Salaries and fringe seem reasonable.	
TOTAL	100

APPENDIX H (ELAP)

Proposal Evaluation Criteria Elderly Legal Assistance Program	Maximum # of Points
Company Structure and Experience	15
• Company structure is sufficient to provide elderly legal assistance.	
• Experience is sufficient to provide elderly legal assistance.	
• Office locations are sufficient to provide elderly legal assistance.	
• Days and hours of operation are sufficient.	
• Business litigation was adequately explained.	
• Assurances, debarment, lobbying and HIPAA forms were completed appropriately.	
Program/Service Description	24
• Offeror has described and demonstrated the ability to provide elderly legal assistance.	
• Offeror has described service delivery appropriately.	
• Coordination with other ELAP providers will be effective.	
• Offeror has demonstrated the ability to provide services for vulnerable residents.	
• Case selection and prioritization seems appropriate.	
• Fee generating cases have been adequately described.	
• Policy and procedures for client confidentiality will safeguard client information.	
Capacity	27
• Qualifications and capability of staff demonstrates the ability to provide all required services effectively.	
• Number of staff seems appropriate.	
• Special initiatives or collaborations will enhance the program.	
• Outreach or marketing plan will reach appropriate target groups.	
• Professional and staff development will ensure staff is trained.	
• Technology will allow reporting requirements to be met.	
• Program quality and client satisfaction are addressed appropriately.	
SMART Objectives	4
• The chart was completed for at least one goal.	
• The goals are feasible and seem appropriate for elderly legal services.	
Financial Stability and Cash Flow	13
• 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.	
Budget Narrative	5
• Budget narrative adequately explains projected cost for each line item.	
• Methodology for determining amounts is acceptable and math calculations are correct.	
Local Match Narrative	4
• Offeror understands local match requirements.	
• Explanation to meet local match requirements is adequate.	
Uniform Cost Methodology Spreadsheet	8
• UCM is completed accurately.	
• The proposed budget seems reasonable.	
• Proposed costs are allowable.	
• Salaries and fringe seem reasonable.	
TOTAL	100

APPENDIX H (Wellness/Health Promotion)

Program Evaluation Criteria Wellness/Health Promotion	Maximum # of Points
Company Structure and Experience	15
<ul style="list-style-type: none"> • Company structure is sufficient to provide services. • Stated experience appears sufficient to provide wellness/health promotion services. • References indicate adequate background and experience to operate program. • Georgia business license is attached as required. • Business litigation was adequately explained. • Assurances, Debarment, Lobbying and HIPAA forms were completed appropriately and signed. 	
Program/Service Description	24
<ul style="list-style-type: none"> • Offeror has described and demonstrated ability to provide quality services for the entire eighteen county area. • Plans to meet evidence-based requirements seem adequate. • Plans for wellness/health promotion activities/services beyond the mandates appear to be adequate. • Plans to participate in wellness events, including health fairs, appear adequate. • Plans for appropriate client referrals are adequate. • Client issues will be resolved effectively and timely. • Plans for service to special populations are comprehensive. • Any plans to subcontract have been sufficiently explained. 	
Capacity	27
<ul style="list-style-type: none"> • Qualifications and capability of staff are sufficient to provide services. • Number of staff seems appropriate. • Special initiatives or collaborations will enhance the program. • Professional staff development will ensure staff is trained. • Policy and procedures for client confidentiality will safeguard client information. • Technology will allow reporting requirements to be met. • Program quality and client satisfaction are addressed appropriately. 	
SMART Objectives	4
<ul style="list-style-type: none"> • The chart was completed for at least one goal. • The goals are feasible and seem appropriate for Wellness/Health Promotion 	
Financial Stability and Cash Flow	13
<ul style="list-style-type: none"> • 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. 	
Budget Narrative	5
<ul style="list-style-type: none"> • Budget narrative adequately explains projected cost for each line item. • Methodology for determining amounts is acceptable and math calculations are correct. 	
Local Match Narrative	4
<ul style="list-style-type: none"> • Offeror understands local match requirements. • Explanation to meet local match requirements is adequate. 	
Uniform Cost Methodology Spreadsheet	8
<ul style="list-style-type: none"> • UCM is completed accurately. • The proposed budget seems reasonable. • Proposed costs are allowable. • Salaries and fringe seem reasonable. 	
TOTAL	100

APPENDIX H (Caregiver Education)

<i>Proposal Evaluation Criteria Caregiver Education</i>	Maximum # of Points
Company Structure and Experience	15
• Company structure is sufficient to provide caregiver education.	
• Experience is sufficient to provide caregiver education.	
• References indicate adequate background and experience to operate program.	
• Georgia business license is attached as required.	
• Business litigation is adequately explained.	
• Assurances, debarment, lobbying and HIPAA forms were completed appropriately.	
Scope of Services	24
• Offeror has described plans to fulfill the program requirements, and the description appears adequate.	
• Class leader recruitment plans seem reasonable.	
• Volunteer training, management, and retention experience and plans seem adequate.	
• Plans to procure Master Trainers seem reasonable.	
• Plans to accomplish the recruitment and training of family caregivers seem reasonable.	
• Plans are in place to comply with reporting requirements.	
• Any plans to subcontract have been sufficiently explained.	
Capacity	27
• Client/caregiver issues will be resolved effectively and timely.	
• Clients/caregivers will be appropriately referred for additional services, and mandated reporting requirements will be met.	
• Qualifications and capability of staff are sufficient to provide services.	
• Anticipated staff time to be devoted to the project seems adequate and is consistent with the budget.	
• Adequate plans are in place to cover staff absences.	
• Policy regarding criminal background checks and drug screening seems reasonable.	
• Policy and procedures for client confidentiality will safeguard client information.	
• Plans for service to special populations and clients with LEP/SI are comprehensive.	
• Technology will allow reporting requirements to be met.	
• Special initiatives or collaborations will enhance the program.	
SMART Objectives	4
• The chart was completed for at least one goal.	
• The goals are feasible and seem appropriate for Caregiver Education.	
Financial Stability and Cash Flow	13
• 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.	
Budget Narrative	5
• Budget narrative adequately explains projected cost for each line item.	
• Methodology for determining amounts is acceptable and math calculations are correct.	
Local Match Narrative	4
• Offeror understands local match requirements.	
• Explanation to meet local match requirements is adequate.	
Uniform Cost Methodology Spreadsheet	8
• UCM is completed accurately.	
• The proposed budget seems reasonable.	
• Proposed costs are allowable.	
• Salaries and fringe seem reasonable.	
TOTAL	100

APPENDIX H (Case Management, including Nutrition Counseling)

Proposal Evaluation Criteria Case Management for Non-Medicaid Home and Community Based Services (HCBS) Clients, including Nutrition Counseling Services	Maximum # of Points
Company Structure and Experience	15
• Company structure is sufficient to provide services.	
• Experience is sufficient to provide services.	
• Office locations are sufficient to provide services in the 18-county area.	
• Days and hours of operation are sufficient to provide services.	
• Business Litigation was adequately explained.	
• Assurances, debarment, lobbying and HIPAA forms were completed appropriately.	
Program/Service Description	24
• Offeror has described and demonstrated ability to provide quality services.	
• Services will be coordinated appropriately with other aging providers to ensure a smooth enrollment and service provision process.	
• Process for entering data into data management system is sufficient.	
• Plans for appropriate client referrals are adequate.	
• Client issues will be resolved effectively and timely.	
• Plans for service to special populations are comprehensive.	
Capacity	27
• Qualifications and capability of staff is suitable to provide services.	
• Number of staff seems appropriate.	
• Special initiatives or collaborations will enhance the program.	
• Professional staff development will ensure staff is trained.	
• Policy and procedures for client confidentiality will safeguard client information.	
• Technology will allow reporting requirements to be met.	
• Program quality and client satisfaction is addressed appropriately.	
• Emergency plan is adequate.	
SMART Objectives	4
• The chart was completed for at least one goal.	
• The goals are feasible and seem appropriate for intake, assessment and reassessment.	
Financial Stability and Cash Flow	13
• 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.	
Budget Narrative	5
• Budget narrative adequately explains projected cost for each line item.	
• Methodology for determining amounts is acceptable and math calculations are correct.	
Local Match Narrative	4
• Offeror understands local match requirements.	
• Explanation to meet local match requirements is adequate.	
Uniform Cost Methodology Spreadsheet	8
• UCM is completed accurately.	
• The proposed budget seems reasonable.	
• Proposed costs are allowable.	
• Salaries and fringe seem reasonable.	
TOTAL	100

PROPOSAL CHECKLIST

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

- 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.gemalto.com/ga/index.htm and follow the instructions provided on the website.

For positions that do **not** involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, 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 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 (5th) 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