MIDDLE GEORGIA REGIONAL COMMISSION

AREA AGENCY ON AGING

Request for Proposals (RFP)
For
Congregate Meals/Senior Centers
Home-Delivered Meals

FY 2021-2024

Date Due: Monday, December 9, 2019
Time Due: 4:00 P.M. Eastern Standard Time

Please submit an original and four copies of the completed bid proposal. Bids must be packaged, submitted, and received by the Middle Georgia Regional Commission, Area Agency on Aging, by the due date and due time noted above. Late submissions will not be accepted.

Submit bids to: Julie Hall
Area Agency on Aging Director
Middle Georgia Regional Commission
175 Emery Highway, Suite C
Macon, GA 31217
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MGRC/Area Agency on Aging
SFY 2021-2024
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1.0 Introduction

1.1 Middle Georgia Regional Commission/Area Agency on Aging

The Middle Georgia Regional Commission is requesting proposals from qualified offerors capable of preparing and delivering senior center/congregate and home-delivered meals in one or more of the following counties: Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson from July 1, 2020 – June 30, 2024. These meals will:

- supply quality nutrition using the approved menu that meets the Dietary Guidelines for Americans published by the Secretary of Agriculture, and provides 33 1/3 percent of the current Dietary Reference Intakes for adults (DRI);
- comply with all federal, state and local health ordinances and nutrition program standards for food handling, processing, temperatures, and food safety. (see Scope of Services section for Congregate and Home-Delivered Meals);
- be sent to each site in bulk serving containers for congregate meals and/or individual packaging for home-delivered meals;
- include serving utensils and any needed supplies. (See links in the Scope of Services section for congregate and home-delivered meals);
- be served a minimum of 250 days;
- number of meals to senior center sites (each traditional senior center targets an average of 30 senior center participants attending with a minimum of 20 congregate meals to be served each day;
- target county home-delivered meals clients as follows: Baldwin 71, Bibb 209, Crawford 32, Houston 143, Jones 51, Monroe 54, Peach 42, Pulaski 30, Putman 74, Twiggs 34, and Wilkinson 30.

Services are expected Monday through Friday, except on approved holidays which include New Year’s Day, M.L. King Jr’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The successful offeror will participate in menu planning activities to review, adjust, and complete the proposed menu cycles submitted including obtaining the information from the program participants in the menu planning process; provide delivery schedule and delivery times to requested sites; complete nutritional analysis performed by a Registered Dietician licensed by the state of Georgia, with the proposed menus to be submitted 45 days prior to the beginning of the cycle.

Funding is contracted for a one-year period, beginning on July 1, 2020, and ending on June 30, 2021. In the event that any 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 Department of Human Services, Division of Aging Services, and the Middle Georgia Regional Commission, Area Agency on Aging, has the absolute right to make financial and other adjustments to this contract and to notify the Contractor accordingly. Such adjustments may require a contract amendment including, but not limited to, termination of the contract. The certification of the Commissioner of the Department of Human Services related to the occurrence of any reductions stated above shall be conclusive.

In addition, continuation of the funding and contract requires successful performance of the contracted obligations of the selected agency(ies). The terms and conditions of the Middle Georgia Regional Commission contract with its respective funding sources and any subsequent policy decisions, laws, or regulations shall be applied to the contractor selected through this process.

The Middle Georgia Regional Commission may award contracts to service providers in each of the counties, any combination of counties, or for the region as a whole. Senior Center/congregate meals and home-delivered meals services require the submission of separate RFP documents. The Area Agency on Aging has the right to reject any and all applicants.

The Middle Georgia Regional Commission will accept competitive bids to provide a comprehensive nutrition services program, including senior center/congregate meal and home-delivered meal operations. Said services will include nutrition screening, counseling, and education, as well as other supportive services necessary to successfully carry out a successful senior center/congregate meal and/or home-delivered meal operation.

1.2 Vision, Mission, and Values of the Middle Georgia Regional Commission/Area Agency on Aging

- **Vision:** The Area Agency on Aging (AAA) is the local Aging services leader of a customer-driven Aging Services Network known for its exemplary teamwork, quality, innovation, and accountability.
- **Mission:** The mission of the AAA is to provide assistance in the development of new or improved programs to help older persons and their caregivers through planning, services, and training and the development of a comprehensive service delivery system with a continuum of care to assist older Middle Georgians and their caregivers in achieving healthy, independent, and self-sufficient lives.
- **Values:** A strong customer focus, accountability and results, teamwork, dignity, our workforce, and empowerment.
1.3 Overview of the RFP Process

The objective of this RFP is to select qualified Offerors to provide the services as outlined in the RFP on behalf of the Middle Georgia Regional Commission. This RFP process will be conducted to gather and evaluate responses from Offerors for potential awards. All qualified Offerors are invited to participate by submitting responses, as further defined herein. After evaluation, all responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced, including the names of all participating Offerors and evaluation results.

Offerors must complete the Request for Proposal and Letter of Transmittal to be considered. The Middle Georgia Regional Commission reserves the right to reject any and all proposals or to waive any technicalities. If there is more than one qualified offeror for a specific service, a final award will be based on the Middle Georgia Regional Commission’s review and evaluation of the bids received. Selected offerors will become a part of the service delivery system detailed in the Middle Georgia Regional Commission/Area Agency on Aging’s FY 2017-2020 Area Plan on Aging Services to be submitted to the Georgia Division of Aging Services no later than March 1, 2020. Inclusion in the Area Plan does not guarantee or imply any grant award for subsequent years.

1.4 Schedule of Events

The schedule of events outlined herein represents the Middle Georgia Regional Commission/Area Agency on Aging’s best estimate of the schedule that will be followed. However, delays to the procurement process could occur that may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date is delayed, the remainder of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted at http://www.middlegeorgiarc.org/ prior to the closing date of this RFP. After the close of the RFP, the Middle Georgia Regional Commission/Area Agency on Aging reserves the right to adjust the remainder of the proposed dates, including the dates of evaluation, negotiations, award, and the contract term on an as-needed basis with or without notice.

<table>
<thead>
<tr>
<th>Description</th>
<th>Specific Date or Date Ranges</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>November 8, 2019</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>Offeror’s Conference/Pre-Bid Conference Middle Georgia Regional Commission 175 Emery Highway, Suite C</td>
<td>November 12, 2019</td>
<td></td>
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</table>
### Macon, GA 31217
- Senior Center/Congregate and Home-Delivered Meals
- In-Home Services (homemaker, personal care, and respite care)
- Elderly Legal Assistance Program

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
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<tbody>
<tr>
<td>Deadline to submit written questions to the Issuing Officer via email</td>
<td>November 22, 2019 5:00 PM</td>
</tr>
<tr>
<td>Proposal Evaluation Completed (on or about)</td>
<td>January 3, 2020 5:00 PM</td>
</tr>
<tr>
<td>Negotiations invitation issues (e-mailed) (on or about) discretionary process</td>
<td>January 6, 2020 5:00 PM</td>
</tr>
<tr>
<td>Negotiations with Identified Offerors (on or about) discretionary process</td>
<td>January 8, 2020 5:00 PM</td>
</tr>
<tr>
<td>Final Evaluation (on or about)</td>
<td>January 9, 2020 5:00 PM</td>
</tr>
<tr>
<td>Negotiation of Contractual Terms (on or about)</td>
<td>January 15, 2020 5:00 PM</td>
</tr>
<tr>
<td>Notice of Intent to Award (on or about)</td>
<td>January 17, 2020 5:00 PM</td>
</tr>
<tr>
<td>Request for reconsideration or appeal</td>
<td>January 27, 2020 5:00 PM</td>
</tr>
<tr>
<td>Notice of Award (on or about)</td>
<td>February 20, 2020 5:00 PM</td>
</tr>
</tbody>
</table>

### 1.5 Restrictions on Communication with Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any Middle Georgia Regional Commission staff, except through the Issuing Officer named herein, or during the Offeror’s conference, or as provided by existing work agreement(s). The Middle Georgia Regional Commission reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted in writing (fax or email can be used) to the Issuing Officer. No questions will be accepted except in written format. Only written responses will be binding upon the Middle Georgia Regional Commission.
1.6 Definitions

Administration on Aging (AoA): the federal agency within the U.S. Department of Health and Human Services responsible for the implementation of all services, programs, and provisions as outlined in the Older Americans Act and its amendments.

Area Agency on Aging (AAA): the regional entity designated by the Georgia Department of Human Services Division of Aging Services to carry out services and programs under their contracts and agreements with the U.S. Administration on Aging. The middle Georgia region is comprised of the following 11 counties: Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson.

Notice of Award: Official written communication from the Middle Georgia Regional Commission, Area Agency on Aging, the successful bidder(s) for the provision of one or more services. Notification of Intent to Award will be made on or about January 17, 2020.

Service Area: All the land area within the incorporated boundaries of any given county in the Middle Georgia region.

Uniform Cost Methodology: A detailed analysis of all costs associated with delivering services and/or goods which ensures that per-unit costs are evaluated on a consistent basis.

1.7 Contract Terms

The contract will be on a State of Georgia fiscal year (SFY) basis (July 1 - June 30), beginning on July 1, 2020, and ending on June 30, 2021, with an option to renew on an annual basis for a period of three additional years ending on June 30, 2024. The annual renewal of the Offeror’s contract shall be based on the availability of funds and the Offeror’s successful contract performance the preceding year. In the event that either 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 State of America) are reduced during the term of this contract, the Department of Human Services, Division of Aging Services, and the Middle Georgia Regional Commission has the absolute right to make financial and other adjustments to this contract and to notify the Contractor accordingly. Such adjustments may require a contract amendment including, but not limited to, termination of the contract. The certification of the adjustment by the Commissioner of the Department of Human Services of the occurrence of either of the reductions stated above shall be conclusive.
The contract award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Award Amendments.

2.0 Mandatory Requirements

This section identifies all mandatory requirements which must be present in the submitted proposal before further consideration will be given.

2.1 Offeror’s Qualification Requirements

The offeror must have a minimum of four (4) years of experience providing the service(s) being proposed or similar service(s).

2.2 Business Requirements

The Offeror must provide documentation verifying any current business and operating licenses, proof of bonding, and insurance coverage required by law to carry out the service(s) being proposed.

2.3 Mandatory Submission Requirements

The Offeror must complete all sections of the Request for Proposal, including the Technical, Budget Proposals, and Budget Narrative for each service being proposed. All documents must be labeled as instructed and submitted by the date and time specified. Late submissions will not be accepted or considered for bid.

2.4 Budget Requirements

The Offeror must submit a narrative that addresses costs and/or revenue and persons/units served. The Offeror must complete and submit the UCM spreadsheet (either short form or long form). Budget forms can be found in the appendices of this document or may be downloaded from the Middle Georgia Regional Commission website (http://www.middlegeorgiarc.org/opportunities/).

3.0 Technical Proposal

This section identifies the information that must be submitted in the Technical Proposal. The Offeror must demonstrate their ability to satisfy all Qualifications and Technical Requirements to perform the required service(s). The Technical Proposal must be structured in the following order and labeled with the corresponding titles stated below using the same outline numbers.
3.1 Company Structure

The Offeror will include the following information:

a. An organizational chart displaying its overall business structure.

b. The legal form of their business organization, the state of incorporation (if a corporation), the business office location, hours of operation, and the contact name during the term of any resulting contract.

c. A list of Board of Directors and/or Advisory Board members, including their occupations and addresses.

d. An organizational chart detailing staff structure and lines of authority. Please include a job description and resume for the staff responsible for supervising or directing the proposed programs/services.

3.2 Experience

The Offeror must have at least four full consecutive years of experience as a provider of the service(s) being proposed, or similar service(s). The Middle Georgia Regional Commission/Area Agency on Aging reserves the right to verify all information submitted regarding Offeror’s experience, education, and other qualifications. Please provide:

a. A list of all organizations for whom similar services, as detailed in this RFP, have been provided during the past four years. This list must include:
   1. Name of the contact person
   2. Title of the contact person
   3. Phone number of contact person
   4. Description of the work performed
   5. Time period of the project or contract
   6. Staff months required
   7. Contract amount
   8. Customer reference (including contact person, email address and current telephone number)

b. The Offeror will also disclose any services terminated by the organizations and the reason(s) for termination and Dates of Service.

c. The Offeror will provide details of its experience, minimum of four years, as required above. Information submitted should demonstrate that the Offeror has sufficient experience to successfully meet the requirements of this program or service.
d. The Offeror will submit detailed documents of its experience as required above, to include two letters of recommendation from the state or local agency where the experience was obtained which shall meet the following requirements:

1. Must be submitted on the letterhead of the party submitting the recommendation and must contain current telephone numbers, mailing addresses, and e-mail addresses for points of contact.
2. Contact individuals submitting recommendations must be current employees of the organization and authorized to make recommendations on behalf of the organization.
3. Contact individuals should be able to attest to the Offeror’s qualifications relevant to experience in providing services similar to those contained in this RFP.
4. Letters of Recommendations shall be dated no more than six months (6) prior to the proposal submission date

3.3 Financial Stability and Cash Flow

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

A. A copy of the Offeror’s most recent audit report and response to any audit findings or corrective action plans implemented to resolve audit findings. All organizations must demonstrate financial stability, fiscal control and compliance with Generally Accepted Accounting Principles.

B. If a private company, the Offeror will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution’s letterhead, stating the Offeror’s financial stability.

C. Offeror’s financial plan to maintain adequate cash flow without interruption to services pending reimbursement from this contract.

D. A description of any cash flow problems in the recent past that could not be resolved within 90 days.

E. List any other Federal/State grants your agency has administered during the past five years.

F. A description of the agency’s efforts to seek and secure additional funds to support existing programs and expand capacity.
G. Detail and document all other resources available to support aging programs that will assure the capacity of your organization to enhance aging services. Include the use of volunteers, other cash support, and other non-cash support such as donated rent, etc.

3.4 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 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.

3.5 Scope of Services for Congregate/Senior Center and Home Delivered Meals

Please see the Appendices for the Scope of Services for these programs.

4.0 Budget Proposal

This section of the proposal transmits to the Area Agency on Aging budgets for each service the offeror is proposing to provide. This is a budget for one year only, beginning July 1, 2020. All forms necessary for the completion of the budget section of the RFP are available for electronic access at [www.middlegeorgiarc.org](http://www.middlegeorgiarc.org).

4.1 Budget Instructions

The offeror will develop the annual budget using the Uniform Cost Methodology Excel Spreadsheet as prescribed by the Division of Aging Services.

The purpose of the Uniform Cost Methodology is to have all providers of aging services calculate service costs in the same fashion, treating costs in a consistent manner on a statewide basis. In addition, a revenue spreadsheet has been developed on Microsoft Excel to capture the revenue that will be used to cover the costs as defined in the Uniform Cost Methodology Spreadsheet.

The budget section includes the following documents on Microsoft Excel:

a. The Offeror must provide a Budget Narrative to explain the projected cost and local revenue leveraged on behalf of the program. (Commercial Vendors Excluded)
b. The Offeror completes the Revenue Plan and Unit/Persons Served (chart – Appendix 9-a) and details the revenue available to support each program or service. If this is a unit cost reimbursed service, then it must match the unit cost as detailed on the Uniform Cost Methodology Spreadsheet. (Commercial Vendors Excluded)

c. The Offeror has completed the Uniform Cost Methodology Spreadsheet and line item costs below as required. All Offerors who provide meals and any other aging service must complete this information requested here as well as the Uniform Cost Methodology Spreadsheet to determine the full cost of the program. (Commercial Vendors Excluded)

d. Suggestions for Budget Evaluation Criteria are found in the Budget Proposal Section (Commercial Vendors Excluded)

<table>
<thead>
<tr>
<th>Per Meal Cost:</th>
<th>Congregate</th>
<th>Home Delivered Meals</th>
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<tbody>
<tr>
<td>Raw Food</td>
<td>$________________</td>
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<tr>
<td>Labor</td>
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<td>Transportation Costs</td>
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<tr>
<td>Meal Delivery Costs</td>
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</tr>
<tr>
<td>Equipment</td>
<td>$________________</td>
<td>$________________</td>
</tr>
<tr>
<td>Taxes</td>
<td>$________________</td>
<td>$________________</td>
</tr>
<tr>
<td>Other Costs (list)</td>
<td>$________________</td>
<td>$________________</td>
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<tr>
<td></td>
<td>$________________</td>
<td>$________________</td>
</tr>
<tr>
<td><strong>Total Cost per Meal</strong></td>
<td>$________________</td>
<td>$________________</td>
</tr>
</tbody>
</table>

5.0 Proposal Submission

Proposals are due to the Middle Georgia Regional Commission located at 175 Emery Highway Suite C, Macon, Georgia 31217 on or before Monday, December 9, 2019, 4:00 p.m. E-mail and fax submissions are not acceptable. If mailing a proposal, it must be received on or before the deadline. Proposals will not be accepted electronically. Late submissions will not be accepted or considered.

5.1 Packaging of Proposals

The Applicant’s proposal in response to this RFP must be divided into two appropriately labeled and sealed packages (i.e., Technical Proposal, Budget Proposal, etc.). Both documents are to be sealed in a single envelope with a face sheet. The
mailing envelope must clearly identify the Offeror’s name, name of the agency, and mailing address. Do not include cost information in the technical proposal. The Technical proposal and the Budget Proposals must be packaged separately within the RFP.

5.2 Number of Proposal Copies

Submit one original document with signatures marked “Original” and four (4) hard copies of the original. Include electronic copies as follows:

- One CD/USB drive containing the Technical Proposal in Microsoft Word format (2003 or later version), labeled “Technical,” with the Offeror’s name and proposal number clearly marked.
- One CD or USB drive containing all parts of the Budget Proposal in Microsoft Excel format (2003 or later version), labeled “Budget,” with the Offeror’s name and proposal number clearly marked.

5.3 Submission of Proposals

A. Issuing Office - The Middle Georgia Regional Commission/Area Agency on Aging, 175 Emery Highway, Suite C, Macon, GA, 31217 issues this Request for Proposal (RFP). The Area Agency on Aging is the sole point of contact for this RFP and subsequent revisions.

B. Rejection of Proposal: The Middle Georgia Regional Commission 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 Regional Commission to do so. The Executive Director of the Middle Georgia Regional Commission shall have authority to award orders, contracts or agreements to the Offeror’s that offer the best proposal to the AAA, cost and other factors considered, upon authorization from the Council of the Regional Commission.

C. Questions and Inquiries: It is the policy of the Middle Georgia Regional Commission/Area Agency on Aging to accept questions in writing or by e-mail from any and all Offerors interested in implementing the services identified in the RFP. Questions should be submitted to Julie Hall, AAA Director, jhall@mg-rc.org. The AAA will transmit to all responders all questions via email and the Middle Georgia Regional Commission/Area Agency on Aging responses according to the schedule of dates.

D. Response Date: In order to be considered for selection, proposals must arrive at the issuing office on or before the date and time specified. Offerors choosing to mail proposals should allow for normal mail delivery to ensure timely receipt of their proposal by the Middle Georgia Regional Commission/Area Agency on Aging. Proposal received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be
considered. Proposals must be complete in all respects, as required in each section of this RFP.

E. Revisions to Request for Proposals: The Middle Georgia Regional Commission/Area Agency on Aging reserves the right to revise the Request for Proposal at any time prior to award. In the event it becomes necessary to revise any part of this RFP, information regarding revisions will be provided to all Offerors.

Submitted Proposals: In order to be considered for selection, offerors must submit a complete response to this RFP including, at a minimum, all the mandatory requirements, technical proposal, budget proposal, and letter of transmittal concerning assurances. One original and four (4) copies of each proposal including:

- One CD/USB drive containing the Technical Proposal in Microsoft Word format (2003 or later version), labeled “Technical,” with the Offeror’s name and proposal number clearly marked.
- One CD or USB drive containing all parts of the Budget Proposal in Microsoft Excel format (2003 or later version), labeled “Budget,” with the Offeror’s name and proposal number clearly marked.

The proposals may be submitted by mail or hand-delivered, the submitting agency shall make no other distribution of the proposals.

F. Acceptance of Proposal Content – The contents of the proposal of the successful bidder will become a part of any contract awarded as a result of these specifications.

6.0 Assurances

6.1 Letter of Transmittal

All offerors are required to submit a mandatory transmittal letter, which must be in the form of a standard business letter on the offeror’s letterhead and shall be signed by an individual authorized to legally bind the offeror. The terms and conditions of the procurement are included. The Letter of Transmittal must include:

A. A statement that 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.

B. If a corporation, a statement indicating that the offeror is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia. All proposed subcontractors must be identified, and a
statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price.

C. A Statement that the offeror 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).

D. A statement that the proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.

E. A statement that the person signing the proposal is the person in the offeror organization responsible for or authorized to make decisions as to the prices quoted.

F. Certifications that prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other offeror or competitor.

G. If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must 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 require modifications before acceptance.

H. If the use of a subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor, and stating:

   a. The general scope of work to be performed by the subcontractor;
   b. The subcontractor’s willingness to perform the work indicated; and
   c. 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.

I. A statement indicating that 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 or other agreements for the Area Agency on Aging and the Department of Human Resources. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division or AAA policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.

J. A statement indicating that Contractual and Administrative Assurances required by the RFP are given.

K. A statement indicating the organization’s solvency to meet performance requirements with the most recent certified financial audit attached.

L. The name, address, and telephone number of the individual(s) who can be contacted from 8:00 a.m. to 5:00 p.m. during business days for questions regarding the proposal.

M. A statement that the offeror 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.

N. A statement that the offeror accepts the Area Agency on Aging’s sole right to alter the time tables for procurements as set forth in the RFP.

O. A statement that 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. The selection or rejection of the response will not affect this right.

P. A statement that the offeror accepts the terms, conditions, criteria, and requirements set forth in the RFP.

Q. The name and address of the offeror to be used for all notices sent by the Area Agency on Aging.

R. A statement that no contact, direct or otherwise, has occurred with any employee of the Middle Georgia Regional Commission or DHR Division of Aging Services staff with direct involvement with the RFP process or program information, except as permitted by the RFP. Further, a statement that any subcontractor listed by the offeror complied with the restriction on communications as well.
S. A statement that 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.

T. A statement that 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.

U. A statement that no claim will be made for payment to cover costs incurred in the preparation of the submission of the proposal or any other associated costs.

V. Prior to award, the apparent successful Offeror will be required to enter into discussions with the Area Agency on Aging 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 if not, this could lead to rejection of the Offeror’s proposal and discussions initiated with the second-highest scoring offeror.

W. An award will be made to the offeror whose response is determined to be the lowest responsible bid and most advantageous to the Area Agency on Aging, taking into account price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The Middle Georgia Regional Commission reserves the right to reject any and all responses submitted.

6.2 Contractual and Standard Program Assurances

The offeror assures the following general conditions will be met as a requirement for entering a contract with the Middle Georgia Regional Commission/Area Agency on Aging for aging services:

a. Assures compliance with the Older Americans Act, Department of Labor, Social Services Block Grant, Community Care Services Program, and other funding sources as well as all federal and state laws, standards, policies, and procedures. It also assures the compliance with Area Agency on Aging Administrative and Program requirements regarding administration and delivery of aging services.

b. Assures the provision of training for staff and volunteers as needed and/or required.

c. Assures the priorities established by the Area Agency on Aging for serving older persons with greatest economic or social needs are addressed.
d. Assures the establishment of an opportunity for recipients of services to voluntarily contribute toward Older Americans Act services. Documentation of program income must be kept on file and reported monthly to Area Agency on Aging.

e. Assures that aging services will not be denied to any older person because they cannot or will not contribute toward the cost of Title III funded services.

f. Assures that funds received through voluntary contributions from program participants will not be used to replace funds from other non-federal sources but will be used to maintain or expand the services for which the contributions were made.

g. Assures support from private or public sources to expand services funded through the Middle Georgia Regional Commission/Area Agency on Aging.

h. Assures that criminal record checks are performed for all employees who have direct contact with program participants.

i. Assures that it will supply an annual audit in accordance with the provisions of the 1359 Audit Law. Copies of all reports resulting from said audits shall be furnished to the Middle Georgia Regional Commission/Area Agency on Aging no later than 180 days after the fiscal year ends.

j. Assures records relating to the aging programs are kept on file for at least six (6) years after the end of the contract period or until such time as any claims resulting from appeals, grievances, or litigation are resolved.

k. Assures that all services provided under this program meet current state and local licensure, safety, and insurance requirements for the provision of services.

l. Assures contracts for subcontracted services are submitted to the Area Agency on Aging for review and approval prior to beginning service delivery.

m. Assures written personnel policies affecting agency staff have been developed, including, but not limited to, written job descriptions for each position; evaluations of job performance; annual leave; sick leave; holiday schedules; normal working hours; and compensatory time. Personnel policies and hiring policies are in compliance with federal and state laws regarding employment and payroll practices.

n. Assures written client grievance and personnel grievance procedures have been developed and posted.
o. Assures the applicant has policies and procedures which safeguard client confidentiality including, prohibiting the release of any client’s name; medical records or conditions; or other identifying information to any persons outside the agency without first obtaining the expressed consent of the client. The agency shall also require all subcontracting agencies performing services to adhere to a similar policy concerning client confidentiality. Visit [http://www.hhs.gov/ocr/privacy/index.html](http://www.hhs.gov/ocr/privacy/index.html) to access full details and information regarding HIPAA.

p. Assures coordination with other aging programs and services in the community.

q. Assures effective financial management of funds allocated to the aging programs through the use of the Uniform Cost Methodology. Assures compliance with existing regulations and all relevant and current circulars from the Federal Office of Management and Budget for determination and allowability of costs in connection with federal/state contracts and grants.

r. Assures the accurate and timely reporting of programmatic and financial information to the Middle Georgia Regional Commission/Area Agency on Aging, state, and federal government as required.

s. Assures a method is implemented to obtain client feedback on services provided to maintain the quality of programs.

t. Assures access to all program and agency records by the Middle Georgia Regional Commission/Area Agency on Aging, DHS Division of Aging Services, and other federal or state auditors as needed, requested, or required.

u. Assures cooperation in the use of any facility, equipment or resources owned or operated by DHS, which may be required in the event of a declared emergency or disaster.

I HAVE REVIEWED, UNDERSTAND, AND AGREE TO ABIDE BY ALL CONTRACTUAL AND STANDARD PROGRAM ASSURANCES AS STATED.

______________________________  ________________________________
Date                                Name of Contractor

______________________________  ________________________________
Title                               Signature of Legally Authorized Person
6.3 Assurance of Compliance with Title VI of the Civil Rights Act of 1964

THE CONTRACTOR HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI and that Act and the Regulation, no person in the United States shall, on the grounds of political affiliation, religion, race, color, sex, handicap, age, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity financed in whole or in part by federal funds, which the CONTRACTOR provides or participates directly through a contractual or another arrangement.

The CONTRACTOR agrees to make no distinction on the grounds of political affiliation, religion, race, color, sex, handicap, age, or national origin with respect to admission policy or procedure or in the provision of any aid, care, service or other benefits to individuals admitted or seeking admission to the CONTRACTOR.

This assurance is given in consideration of and for the purpose of receiving any and all payments from state agencies receiving federal grants. The CONTRACTOR recognizes and agrees that state agency financial payments will be extended in reliance on the presentations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, and the persons whose signatures appear below are authorized to sign this assurance on behalf of the CONTRACTOR.

_____________________________  _________________________________
Date      Name of Contractor

_____________________________  _________________________________
Title      Signature of Legally Authorized Person
6.4 Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act of 1990

The CONTRACTOR HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable DHHS regulation (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to subsection 84.5(a) of the regulation (45 CFR 84.5(a)), the CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The CONTRACTOR recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real property, for the period provided for in subsection 84.5(b) of the regulation (45 CFR 84.5(b)).

The CONTRACTOR: [Check (a) or (b)]
A. (   ) Employs fewer than fifteen (15) persons;
B. (   ) Employs fifteen (15) or more persons and, pursuant to subsection 84.7(a) of the regulation (45 CFR 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

__________________________________________________________________________  ______________________________________________________________________
Typed Name of Designee(s)  Typed name of Contractor
__________________________________________________________________________
Address

__________________________________________________________________________
IRS Employer Identification Number  City            State            Zip Code
Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended, and the Americans with Disabilities Act of 1990 – Page 2

I certify that information provided as a part of the Assurance of compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, is complete and correct to the best of my knowledge.

________________________________ ________________________________
Date      Name of Contractor

_______________________________________________________________
Signature of Legally Authorized Person

6.5 General Financial Requirements and Assurances

1. The Middle Georgia Regional Commission shall have the right to suspend/withhold payment if conditions of the contract are not met.

2. The Middle Georgia Regional Commission shall not be liable for non-payment or late payment for services rendered if aging funds are not available or have not been received from the Georgia Division of Aging or Federal Administration on Aging.

3. The Middle Georgia Regional Commission shall base all payments to contractors upon unit costs developed utilizing the Uniform Cost Methodology except in those cases where services have been exempted by the DHS Division of Aging Services.

4. Required monthly program reports must be submitted on the 5th business day following the end of the month of service. The financial reports must be submitted by the end of business on the 5th business day following the end of the month of service. Failure to submit reports by this date can jeopardize timely reimbursement.

5. I understand that client data must be entered into the Department of Human Services, Division of Aging Services Data System, and/or another program-specific electronic client management system as required by applicable funding sources.

6. I understand federal, state, and program income are restricted funds and must be spent during this fiscal year. The minimum required match is the minimum non-federal funds necessary to earn the federal and state funds for the program.
7. I understand program income is the funds voluntarily donated by the participants of the program to increase or maintain services. Included in the budget is an estimate of the funds to be collected during this next fiscal year. It is based on the past history of such collections of program income from participants of the program.

8. I understand this budget is for the Aging program beginning July 1, 2020, and ending June 30, 2021.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE FINANCIAL CONDITIONS AS STATED.

___________________________________  ___________________________________
Date                                                                                    Signature

7.0 Terms and Conditions

The contract that the Middle Georgia Regional Commission expects to award as a result of this RFP will be based upon the RFP, the successful Offeror’s final response as accepted by the Area Agency, and the contract terms and conditions, which are attached to this RFP. The successful Offeror’s final response as accepted by the Area Agency shall mean the final cost and technical proposals submitted by the Awarded Offeror and any subsequent revisions to the Awarded Offeror’s cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the Area Agency, except that no objection or amendment by any Offeror to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the Area Agency, has explicitly accepted the Offerors objection or amendment in writing.

Please review the Middle Georgia Regional Commissions contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions contained in this RFP is included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Offerors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable the Offerors to better evaluate the costs associated with the RFP and the potential resulting contract.

7.1 Exception to Contract

By submitting a proposal, each Offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an Offeror takes exception to a contract provision, the Offeror must state the reason for the exception and state the specific
contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted with the Offeror’s response. Exceptions must be in an original document using the track changes function and may not be submitted in the form of highlighted changes to the original contract. Proposed exceptions must not conflict with or attempt to preempt any mandatory requirements specified in the RFP.

In the event the Offeror is selected for the potential award, the Offeror will be required to enter into discussions with the Middle Georgia Regional Commission to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the time identified in the schedule or events. Failure to resolve any contractual issues will lead to rejection of the Offeror. The Middle Georgia Regional Commission reserves the right to proceed to discussions with the Offeror ranked next best Offeror.

The Middle Georgia Regional Commission reserves the right to modify the contract to be consistent with the apparent successful offer and to negotiate other modifications with the apparent successful Offeror. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the Middle Georgia Regional Commission, in its sole discretion, and rejected. Contract exceptions which grant the Offeror an impermissible competitive advantage, as determined by the Middle Georgia Regional Commission, at its sole discretion, will be rejected. If there are any questions whether a particular contract exception would be permissible, the Offeror is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

7.2 RFP Amendments

Middle Georgia Regional Commission reserves the right to amend the RFP prior to the proposal due date and provide notification of any amendments through written correspondence.

7.3 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.

7.4 Cost of Preparing a Proposal

The cost of developing the proposal is the sole responsibility of the Offeror. The Middle Georgia Regional Commission will not provide reimbursement for such costs.
7.5 Sample Contract

The Sample Contract, which Middle Georgia Regional Commission intends to use with the successful Offeror, is attached to this RFP in the Appendix. 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. Prior to award, the apparent winning Offeror will be required to enter into discussions with the Middle Georgia Regional Commission 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 Middle Georgia Regional Commission 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.

7.6 Conflict of Interest

If an Offeror has any existing client relationship that involves the Middle Georgia Regional Commission, the Offeror must disclose each relationship.

7.7 Minority Business Policy

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

7.8 Reciprocal Preference Law (OCGA 50-5-60(b))

For the purposes 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 the 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.
8.0 Evaluation Criteria

8.1 Administrative Review

Submitted proposals will be reviewed by the designated staff of the Middle Georgia Regional Commission/Area Agency on Aging for the following administrative requirements: (1) Technical Proposal and Budget Proposal submissions. (2) All required documentation has been submitted. (3) All documents requiring an original signature have been signed and are included. All items are required.

<table>
<thead>
<tr>
<th>RFP Administrative Review Checklist</th>
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<tbody>
<tr>
<td>Bidder: ____________________________</td>
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<td>Reviewer: __________________________</td>
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<tr>
<td>RFP Package Received on or before due date and time.</td>
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<td>(If yes, proceed with the administrative review.)</td>
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<td>[ ] [ ]</td>
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<tr>
<td>• Face Sheet with signature and date</td>
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<tr>
<td>• Letter of transmittal with signature of authorized individual</td>
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<tr>
<td>• Documentation of Experience and Capacity to Deliver Services</td>
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<tr>
<td>• Contractual and Program Assurances with signature of authorized individual</td>
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<td>• Assurance of Compliance with Title VI of the Civil Rights Act of 1964 with signature of authorized individual</td>
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<td>• Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended, and Americans with Disabilities Act of 1990 with signature of authorized individual</td>
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<tr>
<td>• General Financial Requirements Assurances with signature of authorized individual</td>
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<tr>
<td>• Certification Regarding Lobbying with signature of authorized individual</td>
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<tr>
<td>• Disclosure of Lobbying Activities with signature of authorized individual, if required</td>
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<tr>
<td>• Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction with signature of authorized individual</td>
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<td>[ ] [ ]</td>
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<tr>
<td>• HIPAA Business Associate Agreement with signature of authorized individual</td>
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<tr>
<td>• Georgia Security and Immigration Compliance Act Affidavit with signature of authorized individual</td>
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<tr>
<td>• Uniform Cost Methodology Spreadsheet, revenue form, and line item budget (if required)</td>
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<td>[ ] [ ]</td>
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<tr>
<td>• Scope of Services</td>
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</table>
8.2 Technical Proposal Evaluation

After completion of the administrative review, proposals will be reviewed by a Technical Evaluation Team which may include staff members of the Middle Georgia Regional Commission and/or Area Agency on Aging, members from the Aging Advisory Council, staff members of Area Agencies on Aging located in other regions of Georgia, representatives from local governments within the Middle Georgia Region, and/or nonprofits not under contract with the Middle Georgia Regional Commission and which have not submitted a proposal or proposals through the Request for Proposal process for SFY 2021-2024. Under no circumstances will the following individuals serve on a Technical Evaluation Team: Executive Director of the Middle Georgia Regional Commission, or the Director of the Middle Georgia Area Agency on Aging.

Scoring of Technical Proposal – The Mandatory Requirements and Scope of Service will be reviewed by the Technical Evaluation Team based upon the following:

- The applicant has a clear vision, mission, and purpose, which are consistent with the Middle Georgia Area Aging on Aging and the Georgia Division of Aging Services. (10 points maximum)
- The applicant has demonstrated experience for specific services for which it is applying. (20 points maximum)
- The applicant has qualified staff for the services(s) for which it is applying. (15 points maximum)
- The applicant has demonstrated its ability to provide quality services. (25 points maximum)
- The applicant has been able to secure or document community resources for the benefit of aging services such as other funds, volunteer, or non-cash support. (10 points maximum)
- The applicant has demonstrated the capacity and capability to complete data entry and all reporting requirements. (5 points maximum)
- The applicant has documented financial capacity and capability and has no unresolved audit exceptions. (15 points maximum)

Total Maximum Points: 100
Scoring of Budget Proposal – The following criteria will be used in evaluating the budget proposal:

- The applicant provided a budget narrative that was clear and concise in describing the proposed budget. (15 points maximum)
- The applicant demonstrated additional funding sources for proposed services (ratio of additional funding support to the total cost of service). (20 points maximum)
- The applicant accurately completed the required program budgets including the Uniform Cost Methodology Spreadsheet and/or the line-item budget (if appropriate). (35 points maximum)
- The applicant has sufficient staff to meet the program requirements for service provisions. (20 points maximum)
- The applicant has documented donated personnel and non-cash match to support the proposed services. (10 points maximum)

Total Maximum Points: 100

8.3 Identification of Apparent Successful Offeror

The evaluation scores from the technical and budget proposals will be combined. The applicant with the highest combined score will be identified as the apparent successful Applicant.

8.4 Rejection of Proposals/Cancellation of RFP

The Middle Georgia Regional Commission reserves the right to reject any and all proposals, to waive any irregularity or informality 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 Middle Georgia Regional Commission. It is the right of the Middle Georgia Regional Commission to reject proposals that do not contain all elements and information requested in this document. The Middle Georgia Regional Commission reserves the right to cancel this RFP at any time. The Middle Georgia Regional Commission will not be liable for any cost/losses incurred by the Offerors throughout this process.

8.5 Appeal of Award Decision

Offerors not selected may appeal the award decision by submitting a written appeal to the Middle Georgia Regional Commission’s Council within ten (10) calendar days of being notified that they were not selected. The written appeal must be sent via certified mail, return receipt requested, to
ATTENTION: Appeal of RFP Award
Middle Georgia Regional Commission
175 Emery Highway, Suite C
Macon, GA 31217.

The Middle Georgia Regional Commission’s Council will hear any such appeal at the next regularly scheduled meeting of the Council. At that time, the Offeror may present his/her arguments. The Council will consider the information presented and submit to the Offeror its decision within ten (10) business days after hearing the appeal. The decision of the Council will be final and binding.
### 9.0 Appendices

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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<tbody>
<tr>
<td>9.1</td>
<td>Proposal Face Sheet – To be completed and included as the first page of each proposal being submitted.</td>
</tr>
<tr>
<td>9.2</td>
<td>Scope of Services for HCBS Home Delivered Meals &amp; Congregate Meals/Senior Center Services</td>
</tr>
<tr>
<td>9.3</td>
<td>Sample Contract</td>
</tr>
<tr>
<td>9.4</td>
<td>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – To be signed and submitted with the proposal packet.</td>
</tr>
<tr>
<td>9.5</td>
<td>Certification Regarding Lobbying – To be signed and submitted with the proposal packet.</td>
</tr>
<tr>
<td>9.6</td>
<td>Health Insurance Portability and Accounting Business Associate Agreement – To be signed and submitted with the proposal packet.</td>
</tr>
<tr>
<td>9.7</td>
<td>Revenue Plan, Units/Persons, and Cost Chart – To be submitted with the written proposal packet and electronically on a USB Drive.</td>
</tr>
<tr>
<td>9.8</td>
<td>Uniform Cost Methodology – Contains instructions and the appropriate spreadsheet for the Offeror to complete. This is a requirement for the Budget Proposal.</td>
</tr>
<tr>
<td>9.9</td>
<td>Proposal Checklist – To be completed and included in the proposal packet immediately following the Offeror’s Letter of Transmittal.</td>
</tr>
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</table>
9.1 Proposal Face Sheet

<table>
<thead>
<tr>
<th>Name of Organization (Offeror):</th>
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<tbody>
<tr>
<td>Physical Address:</td>
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<tr>
<td>Mailing Address (if different from above):</td>
</tr>
<tr>
<td>Primary Contact Person (name &amp; title):</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Federal Tax ID#:</td>
</tr>
<tr>
<td>Type of Organization (check one):</td>
</tr>
<tr>
<td>Public</td>
</tr>
<tr>
<td>Private Non-Profit</td>
</tr>
<tr>
<td>Services Proposed: (each proposal must have its own Face Sheet)</td>
</tr>
<tr>
<td>Home Delivered Meals (only)</td>
</tr>
<tr>
<td>Congregate Meals/Senior Center (only)</td>
</tr>
<tr>
<td>Home Delivered Meals &amp; Congregate Meals/Senior Center</td>
</tr>
<tr>
<td>Person legally authorized to act for agency (attach proof/resolution of authority to sign for Agency):</td>
</tr>
<tr>
<td>Name: ____________________________ Title: ____________________________</td>
</tr>
<tr>
<td>Signature of person legally authorized to act for agency: ____________________________ Date: ____________________________</td>
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<tr>
<td>Mail Proposal Package to:</td>
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<tr>
<td>Julie Hall, Area Agency on Aging Director</td>
</tr>
<tr>
<td>Middle Georgia Regional Commission</td>
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<tr>
<td>Area Agency on Aging</td>
</tr>
<tr>
<td>175 Emery Highway, Suite C</td>
</tr>
<tr>
<td>Macon, GA 31217</td>
</tr>
</tbody>
</table>
9.2 Scope of Services for HCBS Nutrition and Senior Center Programs

Scope of Services

Senior Center contractors will provide the following services:

1. Operate a senior center in the designated county or counties contracted.
2. Provide congregate meals to a minimum of 20 meals served per day, with an average active participation rate of 30 older adults per day at the aforementioned senior center.
3. Provide no less than 250 days of service per year for the nutrition program.
4. Coordinate, package, and serve meals to older adults approved for congregate meals by the Middle Georgia AAA, in compliance with the Georgia Department of Human Services, Division of Aging Services, Manual 5300 Chapter 300; https://odis.dhs.ga.gov/General Manual for the Voluntary Use of HACCP Principles for Operators of Food Service and Retail Establishments: http://www.fda.gov/Food/GuidanceRegulation/HACCP/ucm2006811.htm
   National Restaurant Association, ServSafe http://www.safeserv.com
   DAS Service Requirements, Nutrition file:///C:/Users/albernal/Downloads/CH%203034%20(05-17-2016)%20(19).pdf
   Georgia Department of Public Health Rules and Regulations Governing Food Service https://dph.georgia.gov/food-service
   Websites which may assist in the development of nutrition education materials include http://extension.uga.edu/food/
5. Provide a broad spectrum of nutritional, safety, wellness, social, and educational activities to older adults attending the senior center/congregate meal sites; a minimum of one hour per day is required for Wellness activities and 15 minutes per month of nutrition education.
6. Operate the senior center for a minimum of 4 hours, at least 5 days per week, unless a designated federal and/or state holiday, weather-related conditions, or other emergencies such as, but not limited to, a lack of heating or air conditioning, preclude opening the center.
7. Center management will develop a site council to represent participants and give them input on program/activity planning, feedback on quality and acceptability of services (particularly regarding quality of meals and input on menu planning), recommendations
for improved center operations, identifying a center-specific wellness goal. Site Councils will be in compliance with the Georgia Division of Aging Services, Manual 5300, Section 206; https://odis.dhs.ga.gov/General

8. Assess participants upon acceptance into the congregate/home-delivered meal program in compliance with the Department of Human Services, Division of Aging Services, Manual 5300, Chapter 100, Section 114 Guidelines for Client Assessments; https://odis.dhs.ga.gov/General

9. Client satisfaction surveys will be distributed to participants and results reported to the AAA.

10. Enter service logs ensuring accuracy of information no later than the 5th working day of the month into the Division of Aging Services data system.

11. Prepare and submit program and fiscal reports accurately and timely no later than the 5th working day of the month.

12. Carry out the Scope of Services as set forth in the bid proposal to the RC dated on or about December 9, 2019, for SFY 2021-2024.

13. Comply with the Older Americans Act: Title III Regulations (Code of Federal Regulations, Volume 4, Parts 1200 to End); Georgia Department of Human Services, Division of Aging Services, Manual 5300, Home and Community Based Services; Chapter 100, Section 110 Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services Programs, Section 114 Guidelines for Client Assessments; Chapter 200, Section 206 Senior Center Requirements, Section 208 In-Home Services, Section 214 Wellness Program Requirements, Section 218 Transportation Requirements: Chapter 300, Section 304, Nutrition Program Guidelines and Requirements, Section 306 Homemaker Services, Section 308 Personal Care Services, Section 316 Caregiver Services (Respite etc..); Georgia Department of Human Services, Division of Aging Services, Manual 5600, Chapter 2007 Program Income, Section 2005 Matching Federal Funds, Section 2006 Maintenance of Effort, Section 2026 Cost Share, Section 2028 Private Pay Services, Section 2051 Eligibility, Section 2052 Citizenship Criteria for Aging Programs and Services, Section 2053 Confidentiality, Section 2054 HIPAA, and Section 2055 Limited English Proficiency & Sensory Impairment (LEP/SI); and other applicable laws and regulations pertaining to the services delivered by Middle Georgia Community Action Agency.

Home-Delivered Meals contractors will provide the following services:

1. Operate a home-delivered meals program in the designated county or counties contracted.

2. Coordinate, package, and deliver meals to older adults approved for home-delivered meal service by the Middle Georgia AAA, in compliance with the Georgia Department of Human Services, Division of Aging Services, Manual 5300 Chapter 300; https://odis.dhs.ga.gov/General

Manual for the Voluntary Use of HACCP Principles for Operators of Food Service and Retail Establishments: http://www.fda.gov/Food/GuidanceRegulation/HACCP/ucm2006811.htm

National Restaurant Association, ServSafe https://www.servsafe.com/home
DAS Service Requirements, Nutrition file:///C:/Users/albernal/Downloads/CH%20304%20(05-17-2016)%20(19).pdf
Georgia Department of Public Health Rules and Regulations Governing Food Service https://dph.georgia.gov/food-service
ServSafe http://www.servsafe.com
Maintained by the USDA Food and Nutrition Service for information and resources on food safety.
Websites which may assist in the development of nutrition education materials include http://extension.uga.edu/food/

3. Provide no less than 250 days of service per year for the nutrition program.

4. Assess participants upon acceptance into the congregate/home-delivered meal program in compliance with the Department of Human Services, Division of Aging Services, Manual 5300, Chapter 100, Section 114 Guidelines for Client Assessments; https://odis.dhs.ga.gov/General

5. Client satisfaction surveys will be distributed to participants and results reported to the AAA.

6. Enter service logs ensuring accuracy of information no later than the 5th working day of the month into the Division of Aging Services data system.

7. Prepare and submit program and fiscal reports accurately and timely no later than the 5th working day of the month.

8. Carry out the Scope of Services as set forth in the bid proposal to the RC dated on or about December 9, 2019, for SFY 2021-2024.

9. Comply with the Older Americans Act: Title III Regulations (Code of Federal Regulations, Volume 4, Parts 1200 to End); Comply with the Older Americans Act: Title III Regulations (Code of Federal Regulations, Volume 4, Parts 1200 to End); Georgia Department of Human Services, Division of Aging Services, Manual 5300, Home and Community Based Services; Chapter 100, Section 110 Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services Programs, Section 114 Guidelines for Client Assessments; Chapter 200, Section 206 Senior Center Requirements, Section 208 In-Home Services, Section 214 Wellness Program Requirements, Section 218 Transportation Requirements: Chapter 300, Section 304, Nutrition Program Guidelines and Requirements, Section 306 Homemaker Services, Section 308 Personal Care Services, Section 316 Caregiver Services (Respite etc..); Georgia Department of Human Services, Division of Aging Services, Manual 5600, Chapter 2000, Section 2025, Fee for Service, 2007 Program Income, Section 2005 Matching Federal Funds, Section 2006 Maintenance of Effort, Section 2026 Cost Share, Section 2027 Voluntary Contributions, Section 2028 Private Pay Services, Section 2051 Eligibility, Section 2052 Citizenship Criteria for Aging
9.3 Sample Contract

MIDDLE GEORGIA REGIONAL COMMISSION
AREA AGENCY ON AGING
SAMPLE CONTRACT

RC/AAA ADMINISTRATIVE INFORMATION:

Expense X
DHS Contract #________________________ CFDA #_______________
Total Obligation: $______ CFDA #_______________
CFDA #_______________
Federal: $______
State: $______
Match: $______

SECTION I – GENERAL CONTRACT PROVISIONS: SECTION 1A

PARA #101 CONTRACT BETWEEN:

This Contract is made and entered into by and between the Middle Georgia Regional Commission (RC), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the RC;

AND

Service Agency, Inc.
(EI #00-1234567)
120 South of Anywhere Street
Any City, GA 12345

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

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this contract shall be brought in a court or other forum of competent jurisdiction within Bibb County, Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors is 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 is intended that each shall remain an independent contractor.

PARA #102 PERIOD OF CONTRACT:

This Contract has an effective beginning date of the 1st day of July 2020 and shall terminate on the 30th day of June 2021, unless terminated earlier under other provisions of this Contract. Continuation funding is dependent upon the receipt of appropriated funds from state and federal granting agencies and the successful performance of the contracted obligations of the contracted provider.
PARA #103 RC AND CONTRACTOR CONTACT INFORMATION:

A. Mailing Addresses:

The mailing addresses, telephone numbers and contact persons listed below for the RC and the Contractor may be changed during the term of this Contract by written notification to the other party by the RC or by the Contractor.

1. The RC’s mailing address and telephone number for correspondence, reports, and other matters relative to this Contract, except as otherwise indicated, are:

   Middle Georgia Regional Commission  
   Attn: Julie Hall, AAA Director  
   175 Emery Highway, Suite C  
   Macon, GA 31217  
   (478) 751-6160

2. The Contractor’s mailing address and telephone number for correspondence, reports, and other matters relative to this Contract are:

   Service Agency, Inc.  
   Attn: Executive Director  
   120 South of Anywhere Street  
   Any City, GA 12345  
   Telephone #: (XXX) XXX-XXXX  
   Fax #: (XXX) XXX-XXXX  
   E-Mail: serviceagencyemail@email.com

B. Mailing Address for Contract Payments:

The Contractor’s mailing address for all contract payment checks or remittance advice is:

   Service Agency, Inc.  
   120 South of Anywhere Street  
   Any City, GA 12345

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 and the RC’s policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, creed, veteran status, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules, and regulations and the RC’s policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, disability, age, creed, veteran status, or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the 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. The Contractor agrees to require any subcontractor performing services funded through this Contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

**PARA #105 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:**

The Contractor agrees to abide by all state and federal laws, rules, and regulations and the DHS/RC policy on respecting the confidentiality of an individual's records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian. The Contractor agrees to notify the RC within one (1) calendar day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

**PARA #106 CONFLICT OF INTEREST:**

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

**PARA #107 CONTRACT MODIFICATION/ALTERATION:**

A. No modification or alteration of this Contract, except for budget revisions between existing line items that have been approved in advance by the RC, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Notwithstanding subparagraph A immediately above, the RC shall consider a modification to the funding of existing program components upon receipt of a Contract Amendment Request signed by an authorized representative of the Contractor. Such modification will be valid and effective upon written notice to the Contractor. The notice must be signed by an RC representative and affixed to this Contract as an amendment indicating the original contracting parties and the paragraph(s) being modified.

C. 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, termination of the Contract. The certification by the Executive Director of the RC of the occurrence of either of the reductions stated above shall be conclusive.
PARA #108 RC’S RIGHT TO SUSPEND CONTRACT:

The RC reserves the right to suspend the Contract/subgrant in whole or in part under this contract provision if it appears to the RC 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 require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the RC, in the programmatic performance or service delivery.

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

A. Development, submission, and implementation of an acceptable corrective action plan to address identified weaknesses, contractual breaches, and/or non-compliance;
B. Submission of additional and/or more detailed financial and/or performance reports;
C. Designation as a high-risk contractor, requiring additional monitoring visits;
D. Repayment of disallowed costs;
E. Restrictions on the ability to draw down funds;
F. Imposition of required technical assistance; and
G. Modification to or cancellation of the contract.

Violations which may result in the imposition of sanctions include, but are not limited to, the following:

A. Failure to satisfactorily resolve an identified contractual breach within specified timeframes;
B. Failure to submit a required report by the due date or date of approved extension;
C. Failure to submit required reports accurately and completely and when notified by the RC not corrected within five (5) working days;
D. Failure to submit an acceptable corrective action plan for findings of program and fiscal monitorings within thirty (30) calendar days following receipt of monitoring report;
E. Failure to conduct an appropriate audit review process for required provider audits;
F. Failure to resolve deficiencies noted in an audit review within timeframes established by contract;
G. Failure to appropriately act upon reported or identified threats to the health and safety of program participants within established timeframes, as follows: (1) immediately, or on the next business day, when an immediate threat to life and safety of participants is reported or identified; (2) within seventy-two (72) hours, when there is some risk to health or safety, which is considered not to be life-threatening; (3) within seven (7) workdays for all other reports or risks identified; and/or
H. Failure to appropriately report and respond to allegations of abuse, neglect, and/or exploitation, and/or allegations of ethics code violations.

PARA #109 SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision, or another part (hereinafter collectively referred to as “part”) of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be in full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be in full force and effect.
Para #110 Termination:

A. Due to the 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 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 RC as of that moment. The 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 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 termination date. The Contractor will be required to submit the final contract expenditure report not later than thirty (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 the Contractor without cause; however, the Contractor must give written notice of its intention to do so to the RC at least sixty (60) days prior to the effective date of cancellation or termination. This Contract may be canceled or terminated by the RC without cause; however, the RC must give written notice of its intention to do so to the Contractor 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 occurs:

1. The contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor’s assets begins.
2. The contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. The contractor or any subcontractor knowingly provide fraudulent, misleading, or misrepresentative information to any consumer/customer/client of the RC or to the Department of Human Services or to the RC or DHS’s representatives.
4. The contractor has exhibited an inability to meet its financial or services 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 a 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 RC or the State of Georgia’s personnel, consumers/ customers/clients, facilities, or services.
9. The 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 the termination of this Contract, in whole or in part, for any reason to cooperate as requested by the RC 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. The 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 immediately and shall become the property of the RC. 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 that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be considered a default under this contract or 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 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:**

A. The state and federal government and the RC shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor(s) for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Upon request of such records, the Contractor shall immediately provide the records requested. Failure to provide such records may result in termination of the Contract and withholding of any remaining payments due until such time the Contractor furnishes the records requested. The contractor and subcontractor(s) record retention requirements are seven (7) years from the submission of the 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 DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in the performance of duties arising from this Contract made against an employee of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

C. The RC and DHS shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may
include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The RC and/or DHS 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 and/or DHS.

D. If at any time an official representative of the RC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the RC will withhold any pending and/or future payments for services rendered until such time that the information is presented.

PARA #114 COLLECTION OF AUDIT EXCEPTIONS:

The Contractor agrees that the RC may withhold net payments (voucher deduction) equal to the amount, which 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:

A. The Contractor will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this Contract.

B. 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.

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

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

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

D. The Contractor shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the Contract requirements. The Contractor’s failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case the RC may pursue appropriate remedies as a result of such breach.

E. Failure by the Contractor to comply with the provisions of this paragraph in a timely manner as determined by the RC, may at the RC’s discretion, result in disallowance or delay in payment or in termination of this Contract.
**PARA #116 PUBLICITY:**

Contractors must ensure that any publicity given to the program or services provided herein identifies the RC and the Department of Human Services as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from the RC. In addition, the Contractor shall not display the RC’s or other Department of Human Services’ name or logo in any manner including, but not limited to, display on Contractor’s letterhead or physical plant, without the prior written authorization of the Executive Director of the RC and/or the Commissioner of DHS.

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

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor’s performance of the services shall be deemed property of the RC and all right, title, and ownership interest in any such documents shall vest in the RC immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

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. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. **Copyrights.** Except as otherwise provided in the terms and conditions of this Contract, the author or the RC or Department of Human Services is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the federal agency and the Department of Human Services shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.

C. **Publications.** All publications, including pamphlets, artwork, 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, 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 the Department of Human Services Policy 7901, Protection of Human Subjects.
C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the RC and may be subject to review and validation by the 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 the Contract or state and federal laws, that this Contract may be terminated immediately in whole or in part.

**PARA #120 DRUG-FREE WORKPLACE:**

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

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

   1. A drug-free workplace will be provided for the Contractor’s employees during the performance of this Contract; and

   2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with the RC, Help at Home, Inc. certifies to the RC 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. The Contractor may be suspended, terminated, or debarred if it is determined that:

   1. The Contractor has made false certification hereinabove; or

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

**PARA #121 INSURANCE**

The following requirements shall be adhered to by Contractors throughout the duration of the Contract, and as may otherwise be specified herein. The Contractor shall procure and maintain insurance that shall protect the Contractor and the RC from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. The Contractor shall procure the insurance policies at its own expense and shall furnish the RC an insurance certificate of the coverage required in this section listing the RC as the certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number, and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of
the coverage in detailed standard terminology (including policy period, limits of liability, exclusions, and endorsements); and an acknowledgement that notice of cancellation is required to be given to the RC. The Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract.

A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia O.C.G.A. Section 33-9-40.1 (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own worker's compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of workers Compensation Coverage.

B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the commercial Umbrella Policy described below.

C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of $3,000,000.00.

E. Malpractice/Professional Liability Policy (Claims-Based) with EDP, Errors and Omissions Coverage which must provide liability limits of $1,000,000.00 per occurrence.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 60 days prior written notice has been given to the RC. Certificates of Insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Department. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

PARA #122 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:

A. Pursuant to Section 1352 of Public Law 101-121, the Contractor agrees that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding $100,000, the Contractor shall file with the RC a signed “Certification Regarding Lobbying,” attached hereto as Appendix C.

3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, copies of which may be obtained from the RC.

4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

   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) contacted to influence or attempt to influence a covered federal action.

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

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

The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. Contractor further agrees that in accordance with the Federal Appropriations Act:

1. No part of any federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature 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 an agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

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

**PARA #123 CRIMINAL HISTORY INVESTIGATIONS:**

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

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

B. After receiving and reviewing the criminal history report, the Contractor must decide if any information contained in the report indicates a crime prohibited by duly published criteria within its personnel policy (and applicable federal and state rules, regulations, and policies) relative to interaction and/or direct care of older adults. Under such circumstances, the individual so identified will not be employed for the purpose of providing services under this contract.

C. Provisions of paragraphs A and B shall not apply to:

1. Persons employed in day-care centers, group day-care homes, family day-care homes, or childcare learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #124 AIDS POLICY:**

Contractor agrees, as a condition to the provision of services to the RC’s and/or DHS’s consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department of Human Services, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS-related services or information to the appropriate county health department.
**PARA #125 INDEMNIFICATION:**

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

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

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

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

**PARA #126 DEBARMENT:**

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing Appendix D 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. The Contractor further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier-Covered Transaction,” without modification, in all lower-tier transactions and in all solicitations for lower tier-covered transactions.

**PARA #127 PROPERTY MANAGEMENT REQUIREMENTS:**

The Contractor agrees:

A. That all nonexpendable 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 is subject to the rules and regulations of the Department of Human Services and its applicable funding sources throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the State of Georgia.

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
DHS Transportation Manual, which are by reference made a part of this Contract. The Contractor understands that the requirements for inventory or property (at least every two (2) years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after the acquisition of such property, to the RC as indicated below:

Middle Georgia Regional Commission  
Attn: Julie Hall, AAA Director  
175 Emery Highway, Suite C  
Macon, GA 31217

D. In the event that this 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 for final disposal determination.

2. Upon notification by the RC, the Contractor agrees to transport the State property to the designated State surplus facility.

**PARA #128 PROJECT ADMINISTRATION:**

A. The Contractor agrees that the Contractor’s executor is responsible for ensuring that all terms and conditions of the Contract are fully met to RC’s satisfaction.

B. The Contractor agrees that all persons who administer the funds associated with this Contract, on behalf of the Contractor, will be responsible to the Contractor executor.

C. The Contractor agrees to administer the program in a manner satisfactory to the RC and in accordance with relevant procedures established by the RC, the Georgia Department of Human Services/Division of Aging Services, and the United States Administration on Aging.

D. The Contractor shall, at all times during the term of this Contract, maintain policies of insurance (including, where applicable, Worker’s Compensation coverage) covering any property acquired with funds made available by this Contract, as well as, public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Contractor and its property, as described above, as well as its employees, agents, and volunteers.
SECTION II - SPECIAL TERMS AND CONDITIONS:

PARA #201 RC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the RC has a need for and desires a comprehensive delivery system with an array of services for elderly and/or disabled persons in the Middle Georgia Planning and Service Area of Georgia. 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 its ability and interest in providing services to the elderly in the aforementioned Planning and Service Area. In accordance with Section 1321.65 of the Older Americans Act, Title III Regulations, the Contractor will:

1. Provide the RC with statistical and other information which the Middle Georgia Area Agency on Aging requires in order to meet its planning, coordination, evaluation, and reporting requirements established by the Georgia Division of Aging Services;
2. Specify how the contractor intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the contractor;
3. Provide recipients with an opportunity to contribute to the cost of the service as provided in Section 1321.67 of the Older Americans Act, Title III Regulations and, where appropriate, implement cost share as more fully described in Section 100, Administrative Guidelines and Requirements, §116, Division of Aging Services Fee for Service System;
4. Initiate services within ten working days from the date of receiving the referral from the Middle Georgia Area Agency on Aging, and thereafter deliver said services on a regular basis in accordance with the established service plan;
5. Assess each client referred for service, reassess each client after six months of service, and at least annually thereafter, or more frequently, based on changes in the client’s functional status or other conditions (said assessments must be conducted in person);
6. With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
7. Enter the required client data and other pertinent information into the Aging Information Management System (AIMS);
8. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather-related emergencies;
9. Assist participants in taking advantage of benefits under other programs; and
10. Assure that all services funded through federal and state sources are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources.

Services rendered with funding under the Older Americans Act shall provide each older person with an opportunity to voluntarily contribute to the cost of the service; protect the privacy of each older person with respect to his or her contributions; and establish appropriate procedures to safeguard and account for all contributions.

Under the Older Americans Act, contractors for aging services may develop a suggested contribution schedule for services provided. In developing a contribution schedule, the
provider shall consider the income ranges of older persons in the community and the provider’s other sources of income. However, means tests may not be used for any service supported with funds received through the Older Americans Act. In addition, a contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

In accordance with Section 1321.17 of the Older Americans Act, the RC/Middle Georgia Area Agency on Aging in collaboration with the Contractor will arrange for outreach at the community level that identifies individuals eligible for assistance. Outreach efforts will place special emphasis on reaching older individuals with the greatest economic or social needs with particular attention to low-income minority individuals in the planning and service area.

In accordance with Presidential Executive Order No. 13166 dated August 11, 2000, and the revised HHS Policy Guidance dated August 8, 2003 on the Prohibition against National Origin Discrimination as it affects persons with Limited English Proficiency (LEP), recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important government services such as those provided to older adults through the Older Americans Act. Providers must take reasonable steps to ensure that LEP persons have meaningful access to programs and services and cannot limit, delay, or deny services to LEP persons. It is recommended that providers develop a written implementation plan as a means of documenting compliance with Title VI.

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 a Scope of Services is attached hereto within the Appendices.

2. That the approved budget for all fund sources or program is attached hereto within the Appendices.

3. To use unit cost methodology on an annual basis, in accordance with the Division of Aging Services policies and procedures to determine projected costs of contracted services.

4. That during the contract period, the RC exercises the right to reduce the funding level of this Contract based on the projected lapse of funds and/or for contractor non-performance of duties under this Contract.

5. That the RC may withhold reimbursement if satisfactory explanations are not provided regarding the provision of units and dollars expended or if reporting requirements as more fully described herein are not met.

6. That this is a Cost Reimbursement Contract.

7. That the Middle Georgia Area Agency on Aging will manage the intake and screening process so as to ensure the correct determination of eligibility of all potential program participants. The Middle Georgia Area Agency on Aging will also maintain the waitlist for all services and make referrals to the Contractor as funding levels permit.

8. To assure that client assessment data and other required data elements for non-Medicaid home and community-based services clients are collected and entered into the Aging Information Management System (AIMS) in a timely manner.
9. To provide services under the fund source or program components indicated below.

**X** TITLE III OLDER AMERICANS ACT

The Contractor agrees to provide supportive services, nutrition services, in-home services, health promotion/disease prevention services, family caregiver support services, coordination, and advocacy for the elderly.

**X** SOCIAL SERVICES BLOCK GRANT (SSBG)

The Contractor agrees to provide allowable services such as home-delivered meals and Long-Term Care Ombudsman service.

**X** NSIP NUTRITION SERVICES INCENTIVE PROGRAM

Contractor agrees to provide nutrition services for the elderly.

**X** COMMUNITY-BASED SERVICES (CBS)

Contractor agrees to provide any combination of supportive services to functionally and/or cognitively impaired adults 60 years of age and over, and/or their caregivers, to include the following: Alzheimer’s services, case management, elder abuse prevention, home-delivered meals, home modification/repair, homemaker, personal care, respite, Elderly Legal Assistance Program (ELAP) services, Long-Term Care Ombudsman services, and/or caregiver support services to formal and informal caregivers.

**__ALZHEIMER’S PROGRAMS__**

Contractor agrees to provide In-Home Respite services to Alzheimer’s Disease patients.

**__INCOME TAX CHECK-OFF (CKOF)__**

Contractor agrees to provide home-delivered meals or transportation to impaired adults 60 years of age and over.

The RC will:

1. Provide technical assistance, guidance (guidelines), consultation, management and other necessary support under the provisions of Title III/VII, and V of the Older Americans Act, Social Service Block Grant, Community Care and Services for the Elderly Act of 1982, and other appropriate laws, regulations, and all other applicable policies.

2. Provide Long-Term Care Ombudsman direction, technical assistance, guidance, management support and other necessary and appropriate support under the provisions of Title III of the Older Americans Act of 1965, as amended, and the State Long-Term Care Ombudsman Program (O.C.G.A. 31-8-50).

3. Assess, monitor, and evaluate progress toward achievements of objectives set forth in the approved Area Plan and/or subproject proposal.
SECTION III – CONTRACT PAYMENT PROVISIONS:

PARA #301 RC PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT:

The total approved budget for the entire Contract is $_______. Total payments to the Contractor shall not exceed $_______.

**X** TITLE III OLDER AMERICANS ACT

The total approved budget (Appendix B) for Title III is $______, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congregate Meals</td>
<td>$ ______/Unit</td>
</tr>
<tr>
<td>Home-Delivered Meals</td>
<td>$ ______/Unit</td>
</tr>
</tbody>
</table>

The unit cost breakdown is as follows:

<table>
<thead>
<tr>
<th>NSIP Federal Cost (Line Item Budget)</th>
<th>Cong. Meal</th>
<th>HDM Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP Federal Reimbursement Cost Per Meal</td>
<td>$ 0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Remaining Unit Cost Per Meal (Harmony Billed Units Per Client Activity)</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Combined Unit Cost Per Meal</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

A. July 1 through September 30 – Reimbursement for this period will not exceed 25% of the total contract funds to be reimbursed through this fund source. Any excess funds can be used for expenses through the remainder of the contract period.

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

Total Contract reimbursement for expenses shall not exceed $_______.

**TITLE III MATCH REQUIREMENT:**

Certified Cost Only ____  In-Kind ____  Both  _X_

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $______, which represents 10% of the total Older Americans Act portion of the Contract excluding any applicable credits. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 10% of the total monthly Older Americans Act project expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304.

**X** SOCIAL SERVICES BLOCK GRANT (SSBG)

The total approved budget (Appendix B) for SSBG is $______, and payment for reimbursement of expenses shall not exceed this amount according to the terms specified
below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congregate Meals</td>
<td>$ _____/Unit</td>
</tr>
<tr>
<td>Home-Delivered Meals</td>
<td>$_____/Unit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Cong. Meal</th>
<th>HDM Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP Federal Cost (Line Item Budget)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NSIP Federal Reimbursement Cost Per Meal</td>
<td>$ 0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Remaining Unit Cost Per Meal</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>(Harmony Billed Units Per Client Activity)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Combined Unit Cost Per Meal</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

A. July 1 through September 30 – Reimbursement for this period will not exceed 25% of the total contract funds to be reimbursed through this fund source. Any excess funds can be used for expenses through the remainder of the contract period.

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

Total Contract reimbursement for expenses shall not exceed $______.

**SSBG MATCH REQUIREMENT:**

Certified Cost Only _____  In-Kind Only _____  Both  

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $______, which represents 12% of the total Social Services Block Grant (SSBG) portion, exclusive of any applicable credits. The certified cost/ expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 12% of the total SSBG expenditures reported for each service less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304 of this contract.

**COMMUNITY-BASED SERVICES (CBS)**

The approved budget ([Appendix B](#)) for Community-Based Services (CBS) is $-0-. Community-Based Services funds might include a combination of state revenue funds and tobacco settlement funds. The RC will pay the Contractor monthly payments based upon the number of units served times the fixed rate per unit as specified below for expenses incurred for the approved services rendered. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate Per Unit</th>
</tr>
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<tbody>
<tr>
<td>Congregate Meals</td>
<td>$ _____/Unit</td>
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<td>Home-Delivered Meals</td>
<td>$_____/Unit</td>
</tr>
</tbody>
</table>
NSIP Federal Cost (Line Item Budget) | Cong. Meal | HDM Meal
---|---|---
NSIP Federal Reimbursement Cost Per Meal | $0.00 | $0.00
Remaining Unit Cost Per Meal (Harmony Billed Units Per Client Activity) | $0.00 | $0.00
Total Combined Unit Cost Per Meal | $0.00 | $0.00

Total Contract reimbursement for expenses shall not exceed $0-.

__ALZHEIMER’S__

The approved budget (Appendix B) for Alzheimer’s is $________. The RC will pay the Contractor monthly payments based upon reimbursement for expenses incurred for the approved services rendered.

For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

- Respite $________/Unit

Total Contract reimbursement for expenses shall not exceed $________.

X. **NSIP NUTRITION SERVICES INCENTIVE PROGRAM (formerly USDA)**

The total approved budget (Appendix B) for NSIP is $______, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

- Congregate Meals $_____/Unit
- Home-Delivered Meals $_____/Unit

<table>
<thead>
<tr>
<th>NSIP Federal Cost (Line Item Budget)</th>
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A. July 1 through September 30 – Reimbursement for this period will not exceed 25% of the total contract funds to be reimbursed through this fund source. Any excess funds can be used for expenses through the remainder of the contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed 75% of the total contract funds to be reimbursed, plus any excess funds from first quarter and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.
Total Contract reimbursement for expenses shall not exceed $_______.

**X NSIP NUTRITION SERVICES INCENTIVE PROGRAM (State)**

The total approved budget (Appendix B) for NSIP is $______ payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

- Congregate Meals $____/Unit
- Home-Delivered Meals $____/Unit

The unit cost breakdown is as follows:

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</table>

A. July 1 through September 30 – Reimbursement for this period will not exceed $______. Any excess funds can be used for expenses through the remainder of the contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $______, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $______.

**PARA #302 CONTRACT BUDGET APPENDIX:**

A. The budget summary attached to this Contract is made a part of this Contract.

B. The Contractor agrees that the RC will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.

C. Any program income generated as a result of this Contract activity shall be expended in compliance with the reference indicated below and identified by service:

   Alzheimer’s Services, NSIP, CBS, CKOF – Additional costs Alternative, Deduction Alternative, or a combination.

   Title III/VII, SSBG, Title V, and LTCO Programs – Combination of Cost Sharing/Matching Alternative, Additional Cost Alternative, Deduction Alternative.

D. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.
REQUEST FOR PROPOSAL
MGRC/Area Agency on Aging
SFY 2021-2024

PARA #303 BUDGET VS. EXPENSE LIMITATION:

A. The maximum reimbursement to the Contractor is the total state and federal funds in this Contract.

B. Budget revisions are necessary in the following situations.

1. When the scope or objectives of the program change.
2. When line item expenditures for all items EXCEPT equipment are expected to exceed 10% of the previously approved Contract budget line.

C. The unit cost is a negotiated rate based on the submission of the providers' anticipated expenses using the Uniform Cost Methodology process. The unit cost associated is: $____ for Congregate meals and $____ for home-delivered meals for SFY 20. The NSIP Federal reimburses raw food costs and is a portion of this total unit cost.

The unit cost breakdown is as follows:

<table>
<thead>
<tr>
<th>NSIP Federal Cost (Line Item Budget)</th>
<th>Cong. Meal</th>
<th>HDM Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP Federal Reimbursement Cost Per Meal</td>
<td>$0.00</td>
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<tr>
<td>Remaining Unit Cost Per Meal (Harmony Billed Units Per Client Activity)</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Total Combined Unit Cost Per Meal</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

D. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the RC in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

E. Within ten (10) days from the date of receipt of approval by the Division of Aging Services, the RC will notify the Contractor of its decision to accept or reject the budget amendment.

PARA #304 REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

A. Monthly reimbursement by the RC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the Contractor accounting records and reported to the RC on the required expenditure report as per 45 CFR – Part 74.61(b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this Contract, a current copy of which the Contractor acknowledges has been previously received and that it has been reviewed and is understood. The state term “certified cost” and the federal term “cash contributions” are synonymous terms and are defined below:

**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 a grantee’s cash contribution.

B. 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 the Federal grant program contract. When specifically authorized in writing by Federal legislation, property purchased with Federal funds may be considered as a grantee’s in-kind contribution.

The following requirements pertain to the Contractor’s supporting records for in-kind contributions from private organizations and individuals:

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

C. Cost Share policy: See **Appendix**

D. The Contractor further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the RC, the Georgia Department of Human Services, Department of Audits and/or Federal auditors to review.

E. The Contractor agrees to submit a monthly-certified cost report, along with documentation of in-kind match or certified cost match, not later than the 5th working day following the end of each month during the term of this Contract.

F. Contractors that utilize in-kind match or certified cost match will maintain evidence of said in-kind match or certified cost match on file as supporting documentation.

**PARA #305 ADVANCE FUNDS:**

A. Any advance of funds permitted by the RC under this Contract must be returned to the RC prior to the end of the contract period. The Contractor further agrees that upon the 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 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 (3) equal installments during March, April, and May of this Contract period unless the RC’s Executive Director approves another repayment schedule.

B. Should any interest be earned on funds that were advanced by the RC, the Contractor will apply the interest to the cost of this Contract prior to making a reimbursement/payment request to the RC.
PARA #306 FIDELITY BONDS:

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 and the State against loss of funds coming into their possession under the terms of this Contract. Such bond shall be payable to or shall benefit the Middle Georgia Regional Commission. The dollar amount of the fidelity bond shall be determined through the use of the DHS Schedule of Fidelity/Assurance Bonds. For bonds that expire before the completion date of this Contract, proof of renewal of such bond shall be provided to the RC, within twenty (20) days after renewal.

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 #307 EXPENDITURE REPORT SUBMISSION:

The Contractor agrees to transmit all monthly Expenditure Reports in the form and manner specified by the RC not later than the 5th working day following the end of each month during the term of this Contract. The report forms to be used will be provided to the Contractor by the RC.

Failure to submit expenditure reports by the due date may result in late payments to the Contractor.

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

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS:

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse the RC for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

A. Compliance with Health Insurance Portability and Accountability Act (HIPPA):

It is understood and agreed that the Middle Georgia Regional Commission is a “business associate” of the Department of Human Services (DHS) as defined by 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 subcontracted 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 within the Appendices, which the Contractor agrees to by signing and submitting with this Contract. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to Section E of the Business Associate Agreement.
B. Compliance with Security Management Process:

The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all contractor’s facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management, and information system activity reviews with regard to security of DHS’s electronic data, as defined as the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

C. 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.

D. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Contractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 13, 2003 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

E. Compliance with Federal Immigration Laws:

The Contractor agrees that throughout the performance of this contract it will remain in full compliance with all federal immigration laws, including but not limited to provisions 8 USC §1324a and O.C.G.A. §13-10-91, Georgia Security and Immigration Compliance Act, regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. The contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

Contractor certifies by signing and obtaining a sworn affidavit, Georgia Security and Immigration Compliance Act Affidavit, provided in the Appendices, notarized by an Official Notary Public, it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. Further, the Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract for services hereunder.

The contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting or attempting to report, a violation(s) regarding applicable immigration laws.

F. Advance federal agency approval of cost:

It is agreed that it shall be the responsibility of the Contractor to request in writing, from the RC, approval of expenditures, which require advance federal agency approval. It shall be the responsibility of the RC to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of the RC’s written notification that federal agency
approval has been granted. RC contract budget approval does not constitute previous federal agency and/or RC approval of costs requiring advance federal/state agency approval.

G. The federal cost principles for determining allowable costs for this contract are OMB Circular A-122, Cost Principles for Nonprofit Organizations.


I. Georgia Division of Aging Services programmatic policies and procedures, as amended.

J. 45 CFR Part 92

K. Federal Programmatic Regulations:


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

__ NSIP (Federal

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

Contractors that expend $500,000 or more in Federal funds during their fiscal year agree to have a single entity-wide audit conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, “Audits of States, Local Governments, and Nonprofit Organizations.” The audit-reporting package shall include the documents listed in 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 their fiscal year agree to prepare unaudited entity-wide financial statements for that year. Assertions concerning the basis of financial statement preparation must be made by the president or another 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 one copy of the required audit or financial statement within 180 days after the close of the Contractor’s fiscal year to:

Middle Georgia RC/AAA
Attn: Julie Hall, AAA Director
175 Emery Highway, Suite C
Macon, GA  31217

According to the provisions of Title 50, Chapter 20, Sections 4 and 6 of the Official Code of Georgia, failure to comply with the above audit and financial reporting requirements could be cause for the RC to suspend payments, to terminate this Contract, to require a refund of all monies received under this Contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by the RC to the State Department of Audits and Accounts. The RC may extend the date of receipt of the final audit for a thirty (30) day period upon written request by the Contractor.

PAR #403 CRITICAL INCIDENT REPORTING:

The Contractor has the responsibility for ensuring the health and safety of clients/consumers/customers served under this contract and ensures that they are 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, the Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).

B. The Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the RC.

C. The Contractor is responsible for taking necessary actions to protect clients/consumers/customers served under this contract from any possibility of harm. In doing this, the Contractor should preserve possible evidence for an investigation if one is to be conducted.

D. The Contractor must notify the Department of Human Services, Division of Aging Services/Adult Protective Services, and other appropriate federal and state agencies of the critical incident and results of any immediate action taken. The Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

E. The Department of Human Services, Division of Aging Services/Adult Protective Services, and/or other appropriate federal and state agencies 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 DHS/DAS will determine:
   1. Whether or not the 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 incidents 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 DHS/DAS in its investigation of all Critical Incidents and implement all 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 Incident Reporting.” The signage shall be produced by the Contractor and shall conform in content to the sample which is attached to this contract. The Notice must be posted in a conspicuous, common area accessible to clients/consumers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) 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.

**PARA #404 CONFORMANCE OF AGREEMENT WITH THE LAW:**

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form then this Contract shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Contract contains any unlawful provisions, not an essential part of the Contract and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision. The parties agree that this Contract shall be reformed to replace such stricken provision, or part thereof, with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**PARA #405 ENTIRE UNDERSTANDING:**

This Contract, together with the Appendices and all other documents incorporated by references, 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 V:

PARA #501 CONTRACT APPENDICES INCLUSION:

This contract includes Appendices as listed below, which are hereto attached and made a part hereof:

- Appendix A - Scope of Services
- Appendix B - Budget Fund Source Summary
- Appendix C - Certification Regarding Lobbying
- Appendix D - Debarment Certification
- Appendix E - HIPAA Business Associate Agreement
- Appendix F - Georgia Security and Immigration Compliance Act Affidavit
- Appendix G - Notice Concerning Critical Incident Reporting
- Appendix H - Cost Share Policy
SIGNATURES TO CONTRACT BETWEEN  
THE MIDDLE GEORGIA REGIONAL COMMISSION  
AND  

Service Agency, INC.  

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

CONTRACTOR EXECUTION:  

Signature  

Date Signed  

Typed Name of Individual Signing  

*Title of Individual Signing  

ATTEST:  

Signature  

Typed Name  

Title  

*Written authority is required as an attachment, which proves that the signer has the authority to sign for the Contractor.
Service Agency, Inc.

Scope of Services for July 1, 2020 – June 30, 2021

The Contractor will provide the following services to the Middle Georgia Regional Commission through its Area Agency on Aging (AAA) for the period beginning July 1, 2020, and ending on June 30, 2021:

Senior Center contractors will provide the following services:

1. Operate a senior center in the designated county or counties contracted.
2. Provide congregate meals to a minimum of 20 meals served per day, and 30 older adults participating per day at the afore-mentioned senior center.
3. Provide no less than 250 days of service per year for the nutrition program.
4. Provide a broad spectrum of nutritional, safety, wellness, social, and educational activities to older adults attending the senior center/congregate meal sites; a minimum of one hour per day is required for Wellness activities and 15 minutes per month of nutrition education.
5. Operate the senior center for a minimum of 4 hours, at least 5 days per week, unless a designated federal and/or state holiday, weather-related conditions, or other emergencies such as, but not limited to, a lack of heating or air conditioning, preclude opening the center.
6. Center management will develop a site council to represent participants and give them input on program/activity planning, feedback on quality and acceptability of services (particularly regarding the quality of meals and input on menu planning), recommendations for improved center operations, identifying a center-specific wellness goal. Site Councils will be in compliance with the Georgia Division of Aging Services, Manual 5300, Section 206; https://odis.dhs.ga.gov/General
7. Assess participants upon acceptance into the congregate/home-delivered meal program in compliance with the Department of Human Services, Division of Aging Services, Manual 5300, Chapter 100, Section 114 Guidelines for Client Assessments; https://odis.dhs.ga.gov/General
8. Client satisfaction surveys will be distributed to participants and results reported to the AAA.
9. Enter service logs ensuring accuracy of information no later than the 5th working day of the month into the Division of Aging Services data system.
10. Prepare and submit program and fiscal reports accurately and timely no later than the 5th working day of the month.
11. Carry out the Scope of Services as set forth in the bid proposal to the RC dated on or about December 9, 2019, for SFY 2021-2024.
12. Comply with the Older Americans Act: Title III Regulations (Code of Federal Regulations, Volume 4, Parts 1200 to End); Georgia Department of Human Services, Division of Aging Services, Manual 5300, Home and Community Based Services; Chapter 100, Section 110 Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services Programs, Section 114 Guidelines for Client Assessments; Chapter 200, Section 206 Senior Center Requirements, Section 208 In-Home Services, Section 214 Wellness Program Requirements, Section 218 Transportation Requirements: Chapter 300, Section 304, Nutrition Program Guidelines and Requirements, Section 306 Homemaker Services, Section 308 Personal Care Services, Section 316 Caregiver Services (Respite etc..); Georgia Department of Human Services, Division of Aging Services, Manual 5600, Chapter 2000, Section 2025, Fee for Service, 2007 Program Income, Section 2005 Matching Federal Funds, Section 2006 Maintenance of Effort, Section 2026 Cost Share, Section 2027 Voluntary Contributions, Section 2028 Private Pay Services, Section 2051 Eligibility, Section 2052 Citizenship Criteria for Aging Programs and Services, Section 2053 Confidentiality, Section 2054 HIPAA, and Section 2055 Limited English Proficiency & Sensory Impairment (LEP/SI); and other applicable laws and regulations pertaining to the services delivered by Middle Georgia Community Action Agency.

Home-Delivered Meals contractors will provide the following services:

1. Operate a home-delivered meals program in the designated county or counties contracted.
2. Coordinate, package, and deliver meals to older adults approved for home-delivered meal service by the Middle Georgia AAA, in compliance with the Georgia Department of Human Services, Division of Aging Services, Manual 5300 Chapter 300; https://odis.dhs.ga.gov/General
3. Provide no less than 250 days of service per year for the nutrition program.
4. Assess participants upon acceptance into the congregate/home-delivered meal program in compliance with the Department of Human Services, Division of Aging Services, Manual 5300, Chapter 100, Section 114 Guidelines for Client Assessments; https://odis.dhs.ga.gov/General
5. Client satisfaction surveys will be distributed to participants and results reported to the AAA.
6. Enter service logs ensuring accuracy of information no later than the 5th working day of the month into the Division of Aging Services data system.
7. Prepare and submit program and fiscal reports accurately and timely no later than the 5th working day of the month.
8. Carry out the Scope of Services as set forth in the bid proposal to the RC dated on or about December 9, 2019, for SFY 2021-2024.
9. Comply with the Older Americans Act: Title III Regulations (Code of Federal Regulations, Volume 4, Parts 1200 to End); Comply with the Older Americans Act: Title III Regulations (Code of Federal Regulations, Volume 4, Parts 1200 to End); Georgia Department of Human Services, Division of Aging Services, Manual 5300, Home and Community Based Services; Chapter 100, Section 110 Grievance Procedures for
In addition, the Middle Georgia Community Action Agency will:

1. When funding permits, promote training opportunities for staff responsible for senior center operations and home-delivered meals;

2. Ensure staff attends AAA-sponsored meetings;

3. Participate in community events and outreach to promote senior operations;

4. Provide client referrals to appropriate service providers; and

5. Work in partnership with the Middle Georgia RC/AAA to plan, develop, and implement services and programs to improve the lives of older adults in Middle Georgia.
**Appendix B**

**Budget Fund Source Summary - SFY2021**

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<th>Fund Source</th>
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<th>Local Amount</th>
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In the event that either 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 State of America) are reduced during the term of this contract, the Department of Human Services, Division of Aging Services, and the Middle Georgia Regional Commission, Area Agency on Aging, has the absolute right to make financial and other adjustments to this contract and to notify the Contractor accordingly. Such adjustments may require a contract amendment including, but not limited to, termination of the contract. The certification of the certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.
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 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 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 is included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By ___________________________ Date ________________
(Signature of Official Authorized to Sign)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER-COVERED TRANSACTION

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 RC 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 proposal-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 RC 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 the 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 are 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 Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
The Business Associate Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the Middle Georgia Regional Commission (hereinafter referred to as “RC”) and the Contractor (hereinafter referred to as “Business Associate”).

WHEREAS, the RC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards of Protected Health Information (“PHI”) that a business associate may receive or create on behalf of the RC pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI; and

WHEREAS, Business Associate may provide functions, activities, or services involving the use of PHI, as defined by HIPAA, and individually identifiable information 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, the RC and Business Associate (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

A. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have in HIPAA and in the 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 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 the National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.

B. Except as limited in this Agreement, Business Associate 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 the RC. Furthermore, except as otherwise limited in this Agreement, Business Associate may:

1. Use PHI for internal quality control and auditing purposes.
2. Use or disclose PHI as Required by Law.

3. 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 the RC (or otherwise oversee the conduct or conditions of the RC) about any RC conduct that the Business Associate in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1). Notwithstanding the foregoing, the Business Associate shall not be required to provide written notice to RC’s Privacy Officer if Business Associate is provided written instruction otherwise by the health oversight agency authorized by law to investigate the RC.

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

C. Business Associate warrants that only individuals designated by title or name on Attachments E-1 and E-2 will request PHI from the RC or access RC 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.

D. Business Associate warrants that the individuals listed by title on Attachment E-1 require access to PHI in order to perform services under the Contract. Business Associate agrees to send updates to Attachment E-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment E-1 are impermissible.

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

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

1. RC: Benae Hogan  
   HIPAA Privacy Officer  
   bhogan@mg-rc.org  
   478.751.6557  
   
   Julie Hall  
   AAA Director  
   jhall@mg-rc.org  
   478.751.6466  

2. Business Associate: ____________________ 
   ____________________ 
   ____________________ 

H. Unless otherwise required by law, Business Associate agrees that it will:

1. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.

2. 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 the RC has agreed in writing that the control is not appropriate or applicable.

3. Implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronically protected health information that it creates, receives, maintains, or transmits on behalf of the RC. Such safeguards must include all NIST Baseline Controls unless the RC has agreed in writing that the control is not appropriate or applicable.

4. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachment E-1 and Attachment E-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.

5. Upon the RC’s reasonable request, but no more frequently than annually, obtain an independent assessment of Business Associate’s implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to RC PHI, provide the results of such assessments to the RC, and ensure that corrective actions identified during the independent assessment are implemented.
6. To mitigate, to the extent practicable, any harmful effect that may be known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, the Contract or applicable regulations. Business Associate 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.

7. Ensure that its agents or Sub-Business Associates to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to the Business Associate under this Agreement, and ensure that its agents or Sub-Business Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to the Business Associate under this Agreement and Contract.

8. Except for “Non-Reportable Incidents,” report to the RC 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:

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

   b. The inadvertent disclosure of PHI from a person designated in Attachment E-1 or Attachment E-2 as authorized to access RC PHI to a workforce member of the Business Associate who is not designated in Attachment E-1 or Attachment E-2 but is authorized to access other Protected Health Information maintained by the Business Associate, so long as the information is not further acquired, accessed, used, or disclosed in an impermissible manner.

9. Make an initial report to the RC in writing in such form as the RC may require within three (3) business days after Business Associate (or any Sub-Business Associates) becomes aware of the unauthorized use or disclosure. This report will require the Business Associate to identify the following:

   a. 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 the Business Associate discovered the incident;

   b. 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;

   c. Who (by title, access permission level, and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
d. What corrective or investigational action Business Associate took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

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

f. Whether Business Associate believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

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

10. Report to the RC HIPAA Privacy and Security Officer and the RC Agency Information Security Officer and successful unauthorized access, modification, or destruction of PHI or interference with system operations in Business Associate'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 use or disclosure of PHI not permitted by this Agreement, the Business Associate shall also make a report of the impermissible use or disclosure as described above. Business Associate agrees to make a complete report to the RC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon the RC’s approval of the Business Associate’s corrective action plan, the Business Associate agrees to implement the corrective action plan and provide proof of implementation to the RC.

11. Upon RC’s reasonable request and not more frequently than once per quarter, report to the RC Agency Information Security Officer and (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Business Associate’s information systems. Business Associate 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.

12. Cooperate with the RC and provide the assistance necessary for the RC to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Business Associate agrees to assist the RC in its efforts to comply with HIPAA Privacy and Security Rules, as
amended from time to time. To that end, the Business Associate will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Business Associate warrants that it will cooperate with the RC, including cooperation with RC 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.

13. If the RC determines that a Breach of Unsecured Protected Health Information has occurred as a result of the Business Associate’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 the RC, after the notifications are approved by the RC. Business Associate 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 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that the RC determines that a breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Business Associate shall provide the RC HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Business Associate shall begin the notification process only after obtaining the RC’s approval of the notification letter.

14. Make any amendment(s) to PHI in a Designated Record Set that the RC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after the request of the RC. Business Associate also agrees to provide the RC with written confirmation of the amendment in such format and within such time as the RC may require.

15. In order to meet the requirements under 45 CFR 164.524, regarding an individual’s right of access, within five (5) business days following the RC’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 RC, provide RC access to the PHI in an individual’s Designated Record Set. However, if requested by the RC, the Business Associate shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

16. Give the RC, the Department of Human Services (“DHS”), the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or their designees access to Business Associate’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 RC, DHS, the Secretary or their designees request such access or otherwise as the RC, DHS, the Secretary or their designees may require. Business Associate also agrees to make such information available for review, inspection, and copying by the RC, DHS, the
Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the RC, DHS, the Secretary or their designees in such form, format or manner as the RC, DHS, the Secretary or their designees may require.

17. Document all disclosures of PHI and information related to such disclosures as would be required for the RC 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 the RC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the RC HIPAA Privacy and Security Officer, Business Associate shall provide an accounting of disclosures of PHI regarding an individual to the RC. If requested by the RC, the Business Associate shall provide an accounting of disclosures directly to the individual. Business Associate shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to the RC upon request.

18. In addition to any indemnification provisions in the Contract, indemnify the RC, 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 the Business Associate or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys’ fees imposed on the RC.

19. 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 the Business Associate complies with the requirement. Business Associate shall ensure that its agreements with Sub-Business Associates enable the Business Associate to meet these deadlines.

I. Unless otherwise required by law, the RC agrees that it will:

1. Notify Business Associate 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 Business Associate’s use or disclosure of PHI.

2. Notify Business Associate of any change in, or revocation of, authorization by an Individual for RC to use or disclose PHI to the extent that the RC determines in the exercise of its sole discretion that such change or revocation will affect Business Associate’s use or disclosure of PHI.

3. Notify Business Associate of any restriction regarding its use or disclosure of PHI that the RC has agreed to in accordance with the Privacy Rule if, and to the extent that, the RC
determines in the exercise of its sole discretion that such restriction will affect Business Associate’s use or disclosure of PHI.

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

J. The Term of this Agreement shall commence on the Effective Date and shall terminate when all of the PHI provided by the RC to Business Associate, or created or received by Business Associate on behalf of the RC is destroyed or returned to the RC, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Appendix.

1. Termination for Cause. Upon the RC’s knowledge of a material breach by Business Associate, the RC shall either:

   a. Provide an opportunity for Business Associate 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 the RC;

   b. If Business Associate fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days’ notice; or

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

2. Effect of Termination.

   a. Upon termination of this Agreement, for any reason, the RC and the Business Associate shall determine whether the return of PHI is feasible. If the return of PHI is not feasible, Business Associate agrees to continue to extend the protections of this Agreement to the PHI for so long as the Business Associate 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, Business Associate must notify the RC and obtain instructions from the RC for either the return or destruction of the PHI.

   b. Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes the RC 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 the RC may require for the protection of patient privacy and the safeguarding, security, and protection of such PHI.

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

K. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the RC to comply with applicable state and federal 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 federal 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 provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA Privacy Rule.

L. 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.

All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Appendix, shall remain in full force and effect. The undersigned Business Associate agrees, by signing this Agreement below, that it will comply with all provisions of HIPAA and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164 and that it assures to the RC that it will provide appropriate safeguards of Protected Health Information (“PHI”) as an entity that provides functions, activities, or services involving the use of PHI.

**CONTRACTOR EXECUTION:**

______________________________  _______________________________  
Signature and Title of Subcontractor’s Authorized Representative  Signature

______________________________  _______________________________  
Date Signed by Subcontractor  Date Signed by Chairman

**REGIONAL COMMISSION EXECUTION:**

______________________________  
Signature

______________________________  
Date Signed by Executive Director
SAMPLE CONTRACT ATTACHMENT E-1

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

The following Position Titles, as employees and/or representatives of Business Associates, need access to RC Protected Health Information in order for Business Associate 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 Business Associate and the RC:

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

Business Associate 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 E-1, as amended from time to time, is impermissible and a violation of the Agreement. The contractor must update this Attachment E-1 as needed and provide the updated form to the RC Project Leader Contact.
ATTACHMENT E-2

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

_______ Business Associate DOES NOT need any user accounts to access DHS/RC Information Systems. Do not complete Part 2 of this form.

_______ Business Associate DOES need user accounts to access DHS/RC Information Systems. Please complete Part 2 of this form.

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

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Employer</th>
<th>RC Information Systems</th>
<th>Type of Access (Read-only? Write?)</th>
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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.

Business Associate must notify the Project Leader identified in the Contract and the RC HIPAA Compliance Officer bhogan@mg-rc.org and jhall@mg-rc.org 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.

Business Associate must update the Attachment E-2 as needed and provide the updated form to the RC Project Leader Contact.
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor Name: _____________________________________________________________

_____________________________________________________

STATE OF GEORGIA;
COUNTY OF __________________________:

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual firm or corporation which is contracting with the Georgia Department of Human Services (DHS) has registered with and is participating in a federal work authorization program,* in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DHR, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the DHS at the time the subcontractor(s) is retained to perform such service.

__________________________________________
EEV/E-Verify User Identification Number

__________________________________________ Date
BY: Authorized Officer or Agent (Contractor Name)

__________________________________________
Title of Authorized Officer or Agency of Contractor

__________________________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

______ DAY OF ____________________, 201____

[NOTARY SEAL]

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

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

Telephone: 404-463-0121 (local Atlanta area)

Or toll-free outside of the Atlanta Area: 1-866-537-0109

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhr.state.ga.us

Address: 2 Peachtree Street, NW, Suite 8-220

Atlanta, Georgia 30303
Appendix H

Cost Sharing Policy

Applicable Regulatory Authority:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost-sharing for all eligible Older Americans Act and state-funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Middle Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Middle Georgia Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost-share:

- Adult Day Care/Health Services
- Chore Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services
- Recreation Services

The following services are exempt from client cost-share for persons paid with OAA or state funds:

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
• Nutrition Services, including congregate meals
• Nutrition screening, counseling, and education
• Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost-share for the following services of persons paid with OAA funds
• Case Management Services
• Home Delivered Meals
✓ Note: AAAs and providers may require a cost-share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost-share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

Provider Collection and Payment:

Providers will develop and implement cost-share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

Home-Delivered Meals
Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.
**Congregate Meals/Senior Center Services**
Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

**In-Home Services (Homemaker, Personal Care, Respite Care)**
The provider of in-home services will mail a monthly statement to individuals to collect any cost-share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost-share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

**Termination of Service**
The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost-share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost-share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost-sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Middle Georgia RC/AAA as a program finding and will require immediate corrective action.
9.4 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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 are 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 RC 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.

“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 proposal-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 RC 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 the 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 are 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 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 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 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 is included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The 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)
The Business Associate Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the Middle Georgia Regional Commission (hereinafter referred to as “RC”) and the Contractor (hereinafter referred to as “Business Associate”).

WHEREAS, the RC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards of Protected Health Information (“PHI”) that a business associate may receive or create on behalf of the RC pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI; and

WHEREAS, the Business Associate may provide functions, activities, or services involving the use of PHI, as defined by HIPAA, and individually identifiable information 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, the RC and Business Associate (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

A. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have in HIPAA and in the 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 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 the National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.

B. Except as limited in this Agreement, Business Associate 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 the RC. Furthermore, except as otherwise limited in this Agreement, Business Associate may:

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

2. Use or disclose PHI as Required by Law.
3. 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 the RC (or otherwise oversee the conduct or conditions of the RC) about any RC conduct that the Business Associate in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1). Notwithstanding the foregoing, the Business Associate shall not be required to provide written notice to RC’s Privacy Officer if Business Associate is provided written instruction otherwise by the health oversight agency authorized by law to investigate the RC.

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

C. Business Associate warrants that only individuals designated by title or name on Attachments E-1 and E-2 will request PHI from the RC or access RC 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.

D. Business Associate warrants that the individuals listed by title on Attachment E-1 require access to PHI in order to perform services under the Contract. Business Associate agrees to send updates to Attachment E-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment E-1 are impermissible.

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

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

G. 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:
1. **RC:**
   Benae Hogan  
   HIPAA Privacy Officer  
   bhogan@mg-rc.org  
   478.751.6557

   Julie Hall  
   AAA Director  
   jhall@mg-rc.org  
   478.751.6466

2. **Business Associate:** Agency Manager

H. Unless otherwise required by law, Business Associate agrees that it will:

1. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.

2. 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 the RC has agreed in writing that the control is not appropriate or applicable.

3. Implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronically protected health information that it creates, receives, maintains, or transmits on behalf of the RC. Such safeguards must include all NIST Baseline Controls unless the RC has agreed in writing that the control is not appropriate or applicable.

4. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachment E-1 and Attachment E-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.

5. Upon the RC’s reasonable request, but no more frequently than annually, obtain an independent assessment of Business Associate’s implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to RC PHI, provide the results of such assessments to the RC, and ensure that corrective actions identified during the independent assessment are implemented.

6. To mitigate, to the extent practicable, any harmful effect that may be known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, the Contract or applicable regulations. Business
Assistant 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.

7. Ensure that its agents or Sub-Business Associates to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to the Business Associate under this Agreement, and ensure that its agents or Sub-Business Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to the Business Associate under this Agreement and Contract.

8. Except for “Non-Reportable Incidents,” report to the RC 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:

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

   b. The inadvertent disclosure of PHI from a person designated in Attachment E-1 or Attachment E-2 as authorized to access RC PHI to a workforce member of the Business Associate who is not designated in Attachment E-1 or Attachment E-2 but is authorized to access other Protected Health Information maintained by the Business Associate, so long as the information is not further acquired, accessed, used, or disclosed in an impermissible manner.

9. Make an initial report to the RC in writing in such form as the RC may require within three (3) business days after Business Associate (or any Sub-Business Associates) becomes aware of the unauthorized use or disclosure. This report will require the Business Associate to identify the following:

   a. 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 the Business Associate discovered the incident;

   b. 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;

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

   d. What corrective or investigational action Business Associate took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
e. What steps individuals who may have been harmed by the incident might take to protect themselves; and

f. Whether Business Associate believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

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

10. Report to the RC HIPAA Privacy and Security Officer and the RC Agency Information Security Officer and successful unauthorized access, modification, or destruction of PHI or interference with system operations in Business Associate’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 use or disclosure of PHI not permitted by this Agreement, the Business Associate shall also make a report of the impermissible use or disclosure as described above. Business Associate agrees to make a complete report to the RC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon the RC’s approval of the Business Associate’s corrective action plan, the Business Associate agrees to implement the corrective action plan and provide proof of implementation to the RC.

11. Upon RC’s reasonable request and not more frequently than once per quarter, report to the RC Agency Information Security Officer and (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Business Associate’s information systems. Business Associate 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.

12. Cooperate with the RC and provide the assistance necessary for the RC to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Business Associate agrees to assist the RC in its efforts to comply with HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Business Associate will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Business Associate warrants that it will cooperate with the RC, including cooperation with RC 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.

13. If the RC determines that a Breach of Unsecured Protected Health Information has occurred as a result of the Business Associate’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 the RC, after the notifications are approved by the RC. Business Associate 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 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that the RC determines that a breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Business Associate shall provide the RC HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Business Associate shall begin the notification process only after obtaining the RC’s approval of the notification letter.

14. Make any amendment(s) to PHI in a Designated Record Set that the RC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after the request of the RC. Business Associate also agrees to provide the RC with written confirmation of the amendment in such format and within such time as the RC may require.

15. In order to meet the requirements under 45 CFR 164.524, regarding an individual’s right of access, within five (5) business days following the RC’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 RC, provide RC access to the PHI in an individual’s Designated Record Set. However, if requested by the RC, the Business Associate shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

16. Give the RC, the Department of Human Services ("DHS"), the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or their designees access to Business Associate’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 RC, DHS, the Secretary or their designees request such access or otherwise as the RC, DHS, the Secretary or their designees may require. Business Associate also agrees to make such information available for review, inspection, and copying by the RC, DHS, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the RC, DHS, the Secretary or their designees in such form, format or manner as the RC, DHS, the Secretary or their designees may require.
17. Document all disclosures of PHI and information related to such disclosures as would be required for the RC 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 the RC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the RC HIPAA Privacy and Security Officer, Business Associate shall provide an accounting of disclosures of PHI regarding an Individual to the RC. If requested by the RC, the Business Associate shall provide an accounting of disclosures directly to the individual. Business Associate shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to the RC upon request.

18. In addition to any indemnification provisions in the Contract, indemnify the RC, 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 the Business Associate or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys’ fees imposed on the RC.

19. 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 the Business Associate complies with the requirement. Business Associate shall ensure that its agreements with Sub-Business Associates enable the Business Associate to meet these deadlines.

I. Unless otherwise required by law, the RC agrees that it will:

1. Notify Business Associate 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 Business Associate’s use or disclosure of PHI.

2. Notify Business Associate of any change in, or revocation of, authorization by an Individual for RC to use or disclose PHI to the extent that the RC determines in the exercise of its sole discretion that such change or revocation will affect Business Associate’s use or disclosure of PHI.

3. Notify Business Associate of any restriction regarding its use or disclosure of PHI that the RC has agreed to in accordance with the Privacy Rule if, and to the extent that, the RC determines in the exercise of its sole discretion that such restriction will affect Business Associate’s use or disclosure of PHI.
4. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, the RC agrees to contact the Business Associate to determine the feasibility of compliance. Following the receipt by the RC of a written cost estimate, the RC agrees to assume all costs incurred by the Business Associate in compliance with such special requests.

J. The Term of this Agreement shall commence on the Effective Date and shall terminate when all of the PHI provided by the RC to Business Associate, or created or received by Business Associate on behalf of the RC is destroyed or returned to the RC, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Appendix.

1. Termination for Cause. Upon the RC’s knowledge of a material breach by Business Associate, the RC shall either:

   a. Provide an opportunity for Business Associate 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 the RC;

   b. If Business Associate fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days’ notice; or

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

2. Effect of Termination.

   a. Upon termination of this Agreement, for any reason, the RC and the Business Associate shall determine whether the return of PHI is feasible. If the return of PHI is not feasible, Business Associate agrees to continue to extend the protections of this Agreement to the PHI for so long as the Business Associate 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, Business Associate must notify the RC and obtain instructions from the RC for either the return or destruction of the PHI.

   b. Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes the RC 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 the RC may require for the protection of patient privacy and the safeguarding, security, and protection of such PHI.

   c. This Effect of Termination section survives the termination of the Agreement.
K. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the RC to comply with applicable state and federal 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 federal 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 provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA Privacy Rule.

L. 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.

All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Appendix, shall remain in full force and effect. The undersigned Business Associate agrees, by signing this Agreement below, that it will comply with all provisions of HIPAA and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164 and that it assures to the RC that it will provide appropriate safeguards of Protected Health Information (“PHI”) as an entity that provides functions, activities, or services involving the use of PHI.

__________________________________
Signature of Authorized Representative

_________________________________
Title of Authorized Representative

_________________________________
Date Signed
9.7 Revenue Plan, Units/Persons and Cost Chart

Please access this form on the Middle Georgia Regional Commission website.

http://www.middlegeorgiarc.org/opportunities/

9.8 Uniform Cost Methodology

Please access this form on the Middle Georgia Regional Commission website.

http://www.middlegeorgiarc.org/opportunities/
9.9 Proposal Checklist

Proposals are due on or before Monday, December 9, 2019, 4:00 p.m. E-mail and fax are not acceptable. If mailing a proposal, it must be received on or before the deadline. The mailing and delivery address is:

Julie Hall  
Area Agency on Aging Director  
Middle Georgia Regional Commission  
175 Emery Highway, Suite C  
Macon, GA 31217

Please submit an original and four (4) copies of the completed narrative and budget. The narrative (including letter of transmittal, assurances, and certifications) and budget are to be submitted in separate envelopes and marked accordingly. Both documents are to be sealed in a single envelope.

Please be certain to include:

_____ Letter of transmittal with signature of authorized individual;

_____ Technical Proposal including signed contact information sheet with resolution of authority to sign, licenses as appropriate, scope of services, and other documentation as specifically outlined in the RFP;

_____ Assurances with signature of authorized individual;

_____ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Transaction with signature of authorized individual;

_____ Certification Regarding Lobbying Form with signature of authorized individual;

_____ Health Insurance and Portability and Accountability Business Associate Agreement with signature of authorized individual;

_____ Georgia Security and Immigration Compliance Act Affidavit; and

_____ Budget Proposal.