

COASTAL REGIONAL COMMISSION  
AREA AGENCY ON AGING CONTRACT

**PROJECT: In Home Care Services**  
**CONTRACT # See Annex A**

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN

This contract is made and entered into by and between the Coastal Regional Commission, hereinafter referred to as the "CRC";

The responsibilities of the CRC herein are performed through its Area Agency on Aging Department, hereinafter referred to as "AAA" under the policies and procedures of the Georgia Department of Human Services (DHS) Division of Aging Services (DAS).

AND

**Provider X, Inc.**

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

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the CRC, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent CONTRACTOR.

PARA # 102 CRC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

**WHEREAS**, the CRC AAA has a need for and desires a comprehensive service delivery system comprised of an array of services for the elderly and/or disabled persons in the Coastal Georgia Planning and Service Area (PSA), funded by various fund sources. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement; and

**WHEREAS**, the CONTRACTOR has represented to the CRC AAA its ability and interest in

providing services to the elderly.

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

A. The CONTRACTOR agrees:

1. That the CONTRACTOR may move and/or close service delivery sites during the term of this contract only with the prior written approval of the Executive Director of the CRC.
2. That the CONTRACTOR will deliver the services described in Annex A.
3. That reimbursement of Title III funds for the first quarter (July, August, and September) of this contract year is limited to 25% of total federal and state funds as indicated in Annex A.
4. That reimbursement (unit cost or line item) will be as specified in Annex A.
5. That reimbursement for all services provided under this contract are performance based, to include quality of services, compliance, and/or the number of units served. CONTRACTOR also agrees that the CRC AAA may withhold reimbursement for low, poor, and/or non-compliance performance and if satisfactory explanations are not provided regarding the provision of units and/or services and the ratio of dollars expended.
6. That the CRC AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the CRC AAA is satisfactorily completed by the CONTRACTOR and received by the CRC. **PARA #206 Programmatic Report Submissions** and **PARA #207 Expenditure Report Submissions** of this contract provide report submission requirements.
7. That the CONTRACTOR will disclose any agreements between CONTRACTOR and clients receiving services under this contract.
8. That program income (contributions from participants) will be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting form for the same month in which it is contributed. The amount of the program income will be deducted from the CONTRACTOR'S monthly payment. Program income must be tracked separately.
9. That donations from individuals, agencies, organizations, churches, and other entities must be expended in the manner and in the time frame as specified by the donating individual or group. The receipt of these additional funds must be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting form for the same month in which they are received.

10. That the CONTRACTOR will furnish the required match as indicated in Annex A. Requirements for certified cost and/or in-kind match are specified in PARA # 204 of this contract.
11. That the CONTRACTOR will use the DHS, Division of Aging Services, and CRC AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client as required by the Division of Aging and the CRC AAA. All required forms will be provided by the CRC AAA under separate cover.
12. That the CONTRACTOR will provide the service(s) as indicated in Annex A, Statement of Work at the unit cost specified in Annex A (if a unit cost has been established).
13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in Annex B.
14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services' policies and procedures and the CRC AAA policies and procedures to determine projected costs of contracted services.
15. That the CRC AAA has the right to reduce the amount of this contract. For instance, the CRC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. The CRC will:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.
2. Provide technical assistance, guidance, consultation, management support and other necessary support.
3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2015, and shall terminate on June 30, 2016, unless terminated earlier under other provisions of this contract.

PARA #103: DEPARTMENT AND CONTRACTOR CONTACT INFORMATION

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

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

Coastal Regional Commission  
1181 Coastal Drive, SW  
Darien, Georgia 31305  
Telephone #: (912) 437-0821  
Fax #: (912) 437-0821

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

Bossman, CEO  
Provider X, Inc.  
100 Easy Street  
Somewhere, GA 0000  
Telephone: (912) 000-0000  
FAX: (912) 000-0000

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

Money Man, Financial Director  
Provider X, Inc.  
100 Easy Street  
Somewhere, GA 0000  
Telephone: (912) 000-0000  
FAX: (912) 000-0000

**PARA #104: NONDISCRIMINATION BY CONTRACTORS AND SUB-CONTRACTORS**

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

- B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and the CRC.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. SUBCONTRACTOR COMPLIANCE The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/ client, or responsible parent or guardian.

The CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Privacy rule promulgated in 45 CFR Part 160 and Part 164 subparts A and E. The CONTRACTOR understands and acknowledges that DHS is a covered entity as defined by HIPAA and the CONTRACTOR further understands and acknowledges that it is a business associate of DHS as defined by HIPAA and agrees to comply and abide by DHS' privacy standards and procedures. The CONTRACTOR therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and DHS requirements and privacy standards and procedures.

PARA #106: CONFLICT OF INTEREST

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

violated, in any respect.

- B. **CODE OF CONDUCT AND CONFLICT OF INTEREST:** No officer, employee, or agent of the CONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this contract.

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

1. the officer, employee, or agent;
  2. any member of his or her immediate family;
  3. his or her partner; or
  4. a person or organization which employs, or is about to employ, any of the above.
- C. **OFFICIALS NOT TO BENEFIT:** No member of or delegate to a State or area Advisory Council shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- D. **ANTI FRAUD PROCEDURES:** The CRC maintains a high standard of integrity and ethics in the performance of its duties. The CRC Council has adopted an Antifraud Program which includes, among other standard procedures, the annual completion of a Code of Conduct Compliance Questionnaire by each of the employees of the CRC and each of the employees of each sub recipient/subcontractor of the funds/programs we manage for DHS and other governmental agencies. All contractors; employees must annually complete The Code of Conduct Compliance Questionnaire in Annex J attached hereto.

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

- A. Bilateral modification may occur as needed when such modification is requested in writing and signed by both parties and affixed to this contract as an amendment indicating the CRC's AAA contract number involved and the paragraph(s) being modified or superseded.
- B. Unilateral modification by the CRC's AAA may occur in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) are reduced during the term of this contract, the CRC has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. A

certification by the CRC's Executive Director of the occurrence of either of the reductions stated above shall be conclusive.

- C. Unilateral modification by the CRC's AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.
- D. Unilateral modification by the CRC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC's AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

#### PARA #108: CRC RIGHT TO SUSPEND CONTRACT

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

#### PARA #109 :SEVERABILITY

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

#### PARA #110: TERMINATION

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

in part, at any time by the CRC for failure of the CONTRACTOR to perform any of the provisions hereof. Should the CRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The CONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective date of written notice of termination. Upon termination of this contract, the CONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

- C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.
- D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. CONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the CONTRACTOR's assets begins.
  2. CONTRACTOR or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
  3. CONTRACTOR or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
  4. CONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 113 of this agreement.
  5. A voluntary or involuntary bankruptcy petition is filed by or against the CONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
  6. An assignment is made by the CONTRACTOR for the benefit of creditors.
  7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the CONTRACTOR.
  8. The CRC deems that such termination is necessary if the CONTRACTOR or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
  9. CONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

PARA #111: COOPERATION IN TRANSITION OF SERVICES

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by the CRC or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CRC and/or the Department of Human Services. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the CRC and/or DHS immediately and shall become the property of the CRC and/or DHS.

PARA #112: FORCE MAJEURE

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

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and the CRC shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. The CONTRACTOR agrees that the CRC and/or the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be

interviewed during such investigations.

- C. The CRC and the Georgia Department of Human Services Division of Aging Services shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The CONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The CRC will provide the CONTRACTOR with a report of any findings and recommendations and may require the CONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the CONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the CRC.

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

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

#### PARA #115: SUBCONTRACTS

- A. The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of the CRC.
- B. The CONTRACTOR agrees to reimburse the CRC for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract, which are delegated, to the subcontractor.
- C. If the CONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the CONTRACTOR agrees to include the following in each subcontract:
1. Stipulations that the subcontractor is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.
  2. A clear statement of the service or product being acquired through said

subcontract with detailed description of cost, including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.

- D. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the CONTRACTOR in which case the CRC and/or DHS may pursue appropriate remedies as a result of such breach.

PARA #116: PUBLICITY

- A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC's name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the CRC..
- B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHS Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs that identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the CONTRACTOR shall not display the Department's name or logo in any manner, including, but not limited to, displays on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

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

- A. Inventions and patents. The CONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts, in writing, promptly and fully to the CRC. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department of Human Services will also determine how the rights to

the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department of Human Services is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department of Human Services shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.
- C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the Department of Human Services on disk or electronically.

#### PARA #118: CONSULTANT/STUDY CONTRACT

- A. The CONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the CRC and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The CONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Human Services Policy 7901, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the CRC and the Department and may be subject to review and validation by the Department prior to completion of study.

#### PARA #119: CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

- A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The CONTRACTOR is responsible for ensuring that subcontractors are appropriately licensed.
- C. The CONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120: DRUG-FREE WORKPLACE

- A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If CONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
  - 1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
  - 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (CONTRACTOR's Name), (Subcontractor's Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.
- C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
  - 1. The CONTRACTOR has made false certification hereinabove; or
  - 2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

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

- A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR agrees that:
  - 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
  - 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the CONTRACTOR shall file with the CRC a signed "Certification Regarding Lobbying," attached hereto as Annex C

3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and
4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase of \$25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
  - ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
  - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

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

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

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

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

legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

#### PARA #122: CRIMINAL RECORDS INVESTIGATIONS

- A. The CONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia Annotated. In order to initiate this requirement, the CRC will provide the forms that will include the required data from the applicant. The CONTRACTOR agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center, together with the fee as required by said center for a determination made pursuant to Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations.
- B. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the CONTRACTOR will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Department of Human Services, the individual so identified will not be employed for the purpose of providing services under this contract.
- C. The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by the Department or to personal care homes required to be licensed, permitted, or registered by the Department.

#### PARA #123: AIDS POLICY

- A. CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected

with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide, or cause to be provided, appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

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

#### PARA #124: INDEMNIFICATION

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

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

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

CONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in

the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnities.

PARA #125: DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies by signing Annex C that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. CONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #126: PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CRC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, Asset Services Section and the CRC's AAA.
- B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. CONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the CRC office.

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

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

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

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

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

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

#### PARA # 128: HOLD HARMLESS CLAUSE

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

#### PARA # 129: VIOLATIONS OF THIS CONTRACT

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

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

D. Termination of this contract in accordance with PARA #110.

PARA # 130: SAFE FACILITIES

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

PARA #131: COMPUTER AND DATA ENTRY REQUIREMENTS

A. EQUIPMENT:

Following are the minimum specifications for equipment, the operating systems, and software required for Contractors to use for calculating the Uniform Cost Methodology and the Division of Aging Services Aging Information Management System (AIMS).

All senior center sites receiving federal and state funding from the CRC must have internet access and at least one computer for participants' use. Center managers must have access to email to receive information in a timely manner.

Minimum Computer Requirements

- Pentium III (or better)
- 256 MB RAM (or higher)
- 17" Screen (800x600 DPI screen resolution or better)
- 40 GB Hard drive (or higher)
- High Speed Internet connection (cable, DSL, satellite)
- CD ROM drive (optional)
- Laser printer
- Keyboard
- Mouse
- Windows XP operating system
- Network card (Ethernet) (AAA's Only)

CONTRACTOR must have the ability to connect to state servers by one of the following two methods: Digital Subscriber Line (DSL) or cable internet.

B. DATA ENTRY

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

PARA # 132: CLIENT COMPLAINT PROCEDURES

CONTRACTOR shall ensure that written client complaint procedures are established for use by each service provider site/program. These procedures shall provide all clients with the opportunity for and means of communicating those aspects of the service which have negative impact on them. Each client must be informed of his/her right to make such complaints and of the procedures for filing such complaints prior to the beginning of service delivery.

PARA #133: CLIENT APPEAL PROCEDURES

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

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

### PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

- A. The contract allocation attached to this contract as Annex I is made a part of this contract.
- B. The CONTRACTOR agrees that the CRC will be provided a cost allocation plan as part of the Budget should the CONTRACTOR provide any service other than those specified in this contract.
- C. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.
- D. Any program income generated as a result of this contract activity shall be expended as an additional cost alternative.
- E. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.
- F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.
- G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:
  - 1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.
  - 2. October 1 through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

PARA #202: CONTRACT BUDGET ANNEX

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

PARA #203: BUDGET VS. EXPENSE LIMITATION

- A. The maximum reimbursement to the CONTRACTOR is the total state and federal funds in this contract
- B. Budget revisions are necessary in the following situations.
1. When the scope or objectives of the program change.
  2. When line item expenditures are expected to exceed 10% of the previously approved line item at Area Agency on Aging levels. Note: Area Agency on Aging has authority to approve sub-CONTRACTOR budget revisions.
- C. Within 30 days from the date of receipt of a request for budget revision requiring a contract amendment, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of 30 days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.
- D. CONTRACTOR is expected to forecast the number of clients to be served by fund source by site at the beginning of the contract period. In addition, CONTRACTOR

should access financial and programmatic reports monthly from the Georgia Division of Aging Services' AIMS system in order to properly manage budgets and expenditures. Failure to expend funding in a timely manner may result in a reduction in contract amount.

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

- A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 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:
1. Cash Contributions: Cash contributions represent the CONTRACTOR's cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.
- B. The state and federal term "in-kind match" is synonymous and is defined below:
1. In-Kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.
  2. The following requirements pertain to the CONTRACTOR's Supporting records for in-kind contributions from private organizations and individuals:
    - a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
    - b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.
- C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.

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

PARA #205: FIDELITY BONDS:

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

PARA #206: PROGRAMMATIC REPORT SUBMISSION:

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

PARA #207: EXPENDITURE REPORT SUBMISSION

The CONTRACTOR agrees to submit a monthly expenditure report in the form and manner specified by the CRC not later than the seventh (7<sup>th</sup>) working day following the end of each month during the term of this contract. The report forms to be used will be provided by the CRC as listed in Annex D.

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

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

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

**PARA #208 INFORMATION & REFERRAL POLICIES:**

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

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

**PARA #209 PROVIDER TRAINING:**

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

**PARA #210: SERVICE AREA**

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

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

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

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

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

It is understood and agreed that the CRC is a “covered entity” as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the CRC that its use or disclosure of any person's protected health information received from or on behalf of the CRC will be governed by the Business Associate Agreement, attached hereto as Annex G which the CONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.

B. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

C. The federal cost principles for determining allowable costs for this contract are OMB Circular A87 and OMB Circular A122.

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

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

- F. Community Care Services Program Policies and Procedures, as amended.
- G. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer's and their Families.
- H. 45 CFR Part 92
- I. Federal Programmatic Regulations:
- X TITLE III - 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended. Older Americans Act of 1965, as amended, Section 311,42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note: Agricultural Act of 1949. as amended, Section 416. 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709,7 U.S.C. 1446a-1. Older Americans Act, as amended, Public Law 106-501. Title III, Part E and VI, Part C.
- X LONG TERM CARE OMBUDSMAN - Older Americans Act of 1965, as amended (42 USC 3027 (a) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. seq.
- X SSBG Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35
- X CCSP - 45 CFR Part 200 Title XIX, Social Security Act of 1987, as amended.
- X GEORGIACARES - Section 4360 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, P.L. 101-166 Section 511 Older Americans Act of 1965, Title IV, Public Law 89-73, 79 Stat. 218, as amended; Public Law 97-115, 95 Stat. 1595; Public Law 98-459, 98 Stat. 1767; Public Law 100-175; Public Law 100-628, 42 U.S.C. 3031-3037b; Public Law 102-375; Public Law 106-501.

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

Contractors that expend \$300,000 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 Policy 1244 of the DHS Directives Information System.

Contractors expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide audit conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit-reporting package shall include the documents listed in Policy 1244 of the DHS

Directives Information System.

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

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

Two (2) copies to:

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

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

PARA #303: IMMIGRATION AND SECURITY

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

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

PARA #304: ENTIRE UNDERSTANDING

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

## SECTION IV: CONTRACT ANNEXES

### PARA #401: CONTRACT ANNEX INCLUSION

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

|         |  |
|---------|--|
| Annex A | Statement of Work  |
| Annex B | Hearing Procedures   |
| Annex C | Certification Regarding Lobbying<br><br>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction |
| Annex D | FY 2016 Financial Forms  |
| Annex E | Taxonomy of Services   |
| Annex F | Report of Certified Cost, Form 5215  |
| Annex G | HIPAA Business Associate Agreement   |
| Annex H | Uniform Cost Methodology   |
| Annex I | 4.2 Revenue Plan and Units/Persons Served  |
| Annex J | Code of Conduct Questionnaire  |
| Annex K | Contractor Responsibilities, Rewards, and Sanctions  |
| Annex L | Contract Amendment Correspondences   |
| Annex M | Immigration and Security Form  |

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

**CONTRACTOR EXECUTION:**

**CRC EXECUTION:**

\_\_\_\_\_  
Signature – Authorized Person

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name of Agency

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature – Executive Director

\_\_\_\_\_  
Allen Burns, Executive Director  
Typed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature – CRC Chairman

\_\_\_\_\_  
Thomas J. Ratcliffe, Jr., CRC Chairman  
Typed Name and Title

\_\_\_\_\_  
Date Signed