AGING SERVICES

CFDA#:93.045
(CMC2 FFCRA and HDC2 FFCRA)

CONTRACT

THIS CONTRACT entered into THIS 28th day of April 2020 by and between the **Northeast Georgia Regional Commission, through its Area Agency on Aging Division** (hereinafter referred to as NEGRC) and **Oconee County Board of Commissioners** (hereinafter referred to as the CONTRACTOR).

WITNESSETH

WHEREAS, the Families First Coronavirus Response Act, signed into law on March 18, 2020, provided the funding for the nutrition services programs authorized by the Older Americans Act (OAA) of 1965. These programs provide meals to older adults, both through home delivery and in places like community centers. The need for these services, particularly home-delivered and packaged meals, has increased as community measures to slow transmission of COVID-19 have closed meal sites and have left many family caregivers unable to assist their older loved ones.

WHEREAS, funds expended from the FFCRA Act are to respond to the Coronavirus Emergency by providing OAA services related to the emergency. Funds must be expended on allowable OAA activities as defined by the OAA and the Georgia Department of Human Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the funding agencies); and

WHEREAS, the CONTRACTOR desires to render such services in connection with the program and in accordance with the provisions of said federal laws, warrants that it possesses the capabilities to satisfactorily render such services; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ENGAGEMENT OF THE CONTRACTOR

The CONTRACTOR hereby agrees to provide the delivery of meals to elderly and/or disabled persons in the Northeast Georgia Planning and Service Area.

TIME OF PERFORMANCE

The effective date of this Contract is April 28, 2020. All services required hereunder shall be completed on or before September 30, 2021, unless terminated earlier under other provisions of this contract.

SCOPE OF SERVICES

The CONTRACTOR will provide the services/deliverable as stated in Annex A in this contract.

COMPENSATION

The CONTRACTOR agrees to enter service delivery services in the DAS Data System and to submit programmatic forms, such as Service Logs (HCBS Logs, Activity Logs, and Reports showing services paid by all fund sources) to the NEGRC no later than the 5th working day following the end of each month during the term of this contract.

The funding is 100% Federal funding and does not have a match requirement.

ASSIGNMENT AND AMENDMENT

This Contract is not assignable in whole or in part. NEGRC reserves the right to reduce unilaterally the Contract amount, milestone quarterly payment point amounts, and number of participant's slots/service units, and reallocate money and slots to other contractor(s) when a review shows that the CONTRACTOR has not met its obligations.

FORMAL COMMUNICATIONS

A. All communications regarding this Contract from the CONTRACTOR to NEGRC shall be addressed in writing to the NEGRC Aging Director by the person executing this Contract on behalf of the CONTRACTOR, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.

b. The CONTRACTOR shall mail all correspondence, reports, and other matter relating to this Contract to:

Aging Director
Northeast Georgia Area Agency on Aging
305 Research Drive
Athens, Georgia 30605-2795
Phone: (706)583-2546 Ext. 101

c. All communications regarding this Contract from the NEGRC to the CONTRACTOR shall be addressed in writing to the Athens Community Council on Aging Chief Executive Director by the person executing this Contract on behalf of the NEGRC, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.

d. NEGRC shall mail all correspondence, reports, and other matter relating to this Contract to:

Oconee County Board of Commissioners
P. O. Box 145
Watkinsville, Georgia 30677
Attn: John Daniell
Telephone #: 706-769-5120
Fax Number: 706-769-0705
E-mail: jdaniell@oconee.ga.us

CONTRACT DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of act arising under this Contract shall first be addressed to the Aging Director as specified above. Should it not be disposed of by agreement then the CONTRACTOR may petition the Executive Director of NEGRC in writing for further consideration. The Executive Director of NEGRC shall mail his decision to the CONTRACTOR. The decision shall be final and conclusive, unless within thirty days of the date of receipt of the decision the CONTRACTOR mails or otherwise furnishes to NEGRC written appeal. In the case of an appeal, the CONTRACTOR shall adhere to NEGRC's grievance procedures.

NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations and the NEGRC's 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, ad other elements affecting employment/employees.

B. NONDISCRIMINATION IN SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations, and the NEGRC's policy relative to nondiscrimination in consumer/customer/client and

consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. 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.

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.

CONFIDENTIALITY OF AND ACCESS TO CLIENT RECORDS

The CONTRACTOR agrees to protect client information records, according to the following minimum requirements:

a. No information about a client, or obtained from a client shall be disclosed in a form that identifies the person without the informed consent of the person or of his legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal or NEGRC personnel.
b. Only authorized personnel as designated by the NEGRC shall have access to confidential client records;
c. Confidential client records shall be maintained in secure, locked areas when not in use by authorized personnel if applicable; access to client information maintained in electronic information systems shall be limited through accepted security access practices, including, but not limited to password protections.
d. CONTRACTOR is responsible for arranging for and ensuring that all electronic systems have and use individual passwords to access the systems. Passwords may not be shared.
e. CONTRACTOR is not required to disclose to the public such information as is exempt from disclosure under the Federal Freedom of Information Act, as amended.

The NEGRC will conduct desk reviews, of fiscal (expenditures) and programmatic performance for all service providers and shall furnish formal, written feedback of performance status, and any required corrective action, at least quarterly, or more often as indicated, and at year end.

RECORDS RETENTION

CONTRACTOR hereby agrees to retain records for **seven years** from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, CONTRACTOR shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.

INSPECTION OF WORK PERFORMED

The NEGRC and the Georgia Department of Human Services or its authorized representatives shall have the right to enter into the premises of the CONTRACTOR and/or all subcontractors or any places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this contract.

CONFLICT OF INTEREST

The CONTRACTOR 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. The CONTRACTOR agrees to notify the NEGRC within one (1) calendar day of the determination that a conflict of interest has occurred.

RIGHT TO SUSPEND CONTRACT

The NEGRC reserves the right to suspend the contract/subgrant in whole or in part. In the event that the NEGRC and the Georgia Department of Human Services in its sole discretion initiates an investigation into the performance and delivery of services or in good faith determines that there is a likelihood that the CONTRACTOR is failing to comply with the quality of services or the specific completion schedule of its duties and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, in the programmatic performance or service delivery.

TERMINATION

The NEGRC or the CONTRACTOR may terminate this Contract at any time by giving a thirty (30) day written notice to the other party of such termination and specifying the effective date of such termination. In that event, all information and materials produced or collected under this Contract or

used in the performance of the scope of services shall, at the option of NEGRC, become the property of NEGRC. If this Contract is terminated as provided in this paragraph, the CONTRACTOR will be reimbursed for the otherwise allowable actual expenses incurred by the CONTRACTOR up to and including the effective date of such termination.

Upon any kind of termination, the CONTRACTOR shall submit the final contract expenditure report not later than fifteen (15) days after the effective date of termination.

COOPERATION IN TRANSITION OF SERVICES

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that it will cooperate as requested by the NEGRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the NEGRC. This will include but not be limited to the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the NEGRC. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the NEGRC immediately and shall become the property of the NEGRC. Unless otherwise specified in this contract, CONTRACTOR shall effectuate and accomplish transition at no cost to the NEGRC.

SUBCONTRACTS

The CONTRACTOR hereby agrees to be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. The CONTRACTOR agrees to reimburse the NEGRC and the GA Department of Human Services 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.

The CONTRACTOR hereby agrees to conduct an annual face-to-face monitoring of all subcontractors, including food vendors.

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 NEGRC and the GA Department of Human Services may pursue appropriate remedies as a result of such breach.

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 to notify the NEGRC and the GA Department of Human Services in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by state or federal laws. The CONTRACTOR agrees that if it loses or has sanctioned with regard to 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.

PUBLICITY

CONTRACTOR must ensure that any publicity given to the program or services provided herein identifies the NEGRC and the Georgia Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior written approval for the materials must be received from the NEGRC and the Georgia Department of Human Services. All media and public information materials must also be approved by the Georgia Department of Human Services Office of Communications. In addition, the CONTRACTOR shall not display the NEGRC or the Georgia 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 NEGRC and the Georgia Department of Human Services.

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, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses and 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 the CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on Contractor's behalf; or due to the application or violation of any pertinent federal, state or local law, rule or regulation, 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 DOAS (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.

Except as otherwise provided, nothing in this contract shall limit CONTRACTOR's indemnification liability arising from claims brought by any third party against the NEGRC, Georgia Department of Human Services and the state.

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 Annotated Section 50-24-3.

FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

A. Pursuant to 31 US Code § 1352 Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, §§ 319 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 one-hundred thousand ($100,000), the CONTRACTOR shall file with the NEGRC a signed "Certification Regarding Lobbying," attached hereto as **Annex E**, Certification Regarding Lobbying.

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

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 twenty-five thousand ($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.

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.

D. Penalties:

1. Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required shall be subject to civil penalty of not less than $10,000 for each such expenditure.
2. 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.
3. The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award document for all subawards at all tires (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

   For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this contract, 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.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

B. Pursuant to O.C.G.A. 49-2-14, the CONTRACTOR, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, will notify the NEGRC and GA Department of Human Services if the applicant is eligible or not eligible to provide services. If it is determined that the applicant is not eligible to provide services to the NEGRC or GA Department of Human Services, said applicant will not be eligible to provide services to the NEGRC under any circumstances. The CONTRACTOR will keep the reports on file for review during annual monitoring by NEGRC Staff.

AIDS POLICY

A. CONTRACTOR agrees, as a condition to provision of services to the NEGRC's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient that 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 NEGRC, 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 Needlestick Safety and Prevention Act 29 CFR 1910.1030. 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

NEGRC as applicable to the specific programs and as provided to the board by the program division.

DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing **Annex F** 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.

LIABILITY

The CONTRACTOR hereby accepts liability for all aspects of the program operated hereunder, including the repayment of any disallowed costs. The CONTRACTOR, shall indemnify, hold harmless, and defend NEGRC from all loss, cost, expense, and attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the CONTRACTOR its employees or agents while carrying out activities under this Contract. If the CONTRACTOR refuses or neglects to defend any such demand, claim, or suit, the NEGRC may defend, adjust, or settle such demand, claim, or suit, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the CONTRACTOR. The CONTRACTOR agrees to give NEGRC prompt written notice of any demands, claims, or suits made against the CONTRACTOR or NEGRC, or of any circumstances which the CONTRACTOR reasonably believes may give rise to such a demand, claim or suit as soon as practicable after it becomes known to the CONTRACTOR.

SECTION II SPECIAL TERMS AND CONDITIONS

NEGRC AND CONTRACTOR AGREEMENTS

The CONTRACTOR has represented to the NEGRC its ability and interest in providing services to the elderly and/or persons with disabilities in the NEGA Planning and Service Area.

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 herby agrees:

1. That the approved budget(s) for all fund sources or programs are attached hereto as **Annex C**, Budget Fund Source Summary and **Annex D**, Budget Service Summary. That a summary of

service delivery sites for each fund source or program and the quantity of the specific services to be provided are attached hereto as **Annex B,** Program Performance Report by Provider. The CONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of services to be provided, or numbers of persons to be served will be made without prior written approval of NEGRC.

2. All activities will be entered into the DDS by the 5th working day of each month in order to give the NEGRC Staff time to check programmatic and complete financial data entry by the 15th working day of each month. Entering dates and times other than when services were rendered are not acceptable. If a provider has a specific need to enter data after the 15th working day of a particular month, then a written request must be made to the NEGRC/AAA and DHS DAS for a temporary waiver and written permission is needed to receive reimbursements for such late data entry. No permission will be comprehensive or on-going.

3. To participate in programmatic and fiscal monitoring's conducted by the NEGRC. NEGRC Staff will use the Division of Aging Review Guides to monitor service programs. The guides are located at www.odis.dhs.ga.gov/Main/Default.aspx under Aging Services-Home and Community Based Services-MAN5300.

4. To refer applicants for services so they can be screened appropriately and referred to the most appropriate program(s) and/or services to meet their needs, by the Aging and Disability Resource Connection staff in accordance with Georgia Division of Aging Services policies and procedures.

5. To submit an annual Unit Cost Methodology spreadsheet on an annual basis, in accordance with the Division of Aging Services policies and procedures, to determine projected costs of contracted services.

6. To assure that client initial assessment and annual reassessment data and other required data elements for non-Medicaid home and community based services clients are collected, verified and entered into the DAS Data System, based on the timeframes set by the Georgia Department of Human Services during the COVID-19 pandemic.

7. To comply fully with applicable policy and law governing provisions of each service authorized under this contract, including compliance to any amendment or revision to applicable policy or law that may occur during the term of this contract.

CONTRACTOR ACCOUNTING REQUIREMENTS

CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (collectively the "records") to the extent and in such detail as will

properly reflect all payments received under this contract. CONTRACTOR'S accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the contract shall be readily ascertainable there from.

ALLOWABLE COSTS

The CONTRACTOR will receive payment only for allowable costs incurred in accordance with this Contract, federal regulations and the funding agencies' regulations and manuals.

FINANCIAL MANAGEMENT

CONTRACTOR shall comply with the financial management requirements of 45 CFR, Section 74 and Section 92, as applicable. CONTRACTOR shall also demonstrate and maintain fiscal integrity in order to comply with Federal and State requirements and with all state and local laws pertaining to financial operations.

CONTRACTOR shall meet the following standards for financial management systems, as prescribed by federal regulations:

- Financial reporting;

- Accounting records;
  CONTRACTOR must maintain records which adequately identify the source and application of funds provided for financially-assisted activities/programs. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

- Internal controls;

- Budgetary controls;

- Allowable costs;

- Source documentation;

- Cash management.

Expenditures for a program shall not be made before the beginning date of the contract, nor after the ending date, except for accounts payable or other written obligations.

CONTRACTOR shall establish and maintain adequate internal controls. CONTRACTOR shall document policies and procedures, including, but not limited to cash control procedures, including requirements for handling participant contributions and guest fees; record keeping of cash receipts and expenditures; cash deposits; separation of cash handling from record-keeping responsibilities; and periodic reconciliation of all cash funds, including bank accounts.

STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

The CONTRACTOR agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by NEGRC and 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 NEGRC and the Georgia Department of Human Services 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 (HIPAA):

It is understood and agreed that the Department of Human Services (DHS) is "covered entity" 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. The NEGRC and all subcontractors are "business associates" of DHS. Further, it is agreed that as a business associate of the NEGRC that its use or disclosure of any person's protected health information received from or on behalf of the NEGRC will be governed by the Business Associate Agreement, attached hereto as **Annex AA**, which the Contractor agrees to by signing 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 4.3 d of the Business Associate Agreement.

B. Compliance with Security Management Process:

The CONTRACTOR agrees to provide 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. The 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 in 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 Subgrantees 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 10, 2011 (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 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 mad the disclosures required by the Executive Orders.

E. The Federal cost principles for determining allowable costs for this contract are:
2 CFR 200.416 for contracts with State and local governments

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

G. When Federal funds are included in the contract, the CONTRACTOR shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331.

H. Compliance with the Georgia Department of Human Services Division of Aging Services programmatic policies and procedures found in the HCBS Manual) found at www.odis.dhs.ga.gov/Main/Default.aspx, as amended periodically by the Division of Aging Services.

I. Compliance with Federal and State Immigration Laws: 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 NEGRC, 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, **ANNEX CC**, that CONTRACTOR will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, will certify the same upon the exercise of each renewal option, if any, by the NEGRC. Furthermore, CONTRACTOR agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

J. Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights: (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) the CONTRACTOR shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 1472, as described in section 3.908 of the Federal Acquisition Regulation. (c) The CONTRACTOR shall insert the substance of this clause, including the paragraph (c), in all subcontracts over the simplified acquisition threshold.

K. CFDA Authorization and Number: Older Americans Act of 1965, Parts A and C (CFDA 93.045)

AUDITS AND FINANCIAL REPORTING REQUIREMENTS

CONTRACTORS that expend $500,000 or more in **Federal awards** 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 Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any audit conducted under the Single Audit Act shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

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 Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any entity-wide audit conducted shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

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 the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any unaudited financial statements shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTOR further agrees to submit the required audit or financial statements to the NEGRC within 180 days after the close of the CONTRACTOR's fiscal year. The CONTRACTOR understands that according to the provisions of this contract and as described in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for NEGRC and the Georgia Department of Human Services to suspend payments, to terminate this contract, or to require a refund of all monies received under this contract. Georgia Department of Human Services can also prohibit the CONTRACTOR for receiving funds from any state organization for a period of twelve (12) months from the date of notification by the NEGRC or the State Department of Audits and Accounts.

NEGRC reserves the right to determine what shall constitute an acceptable audit and shall arrange for an audit of this Contract in cases where audits provided are deemed unsatisfactory or where no other audit would normally be performed.

The CONTRACTOR agrees to respond in writing in a timely manner as specified in related NEGRC or other party correspondence to audit questions raised by NEGRC or the funding agencies. Where audit questions are raised by the funding agencies, the CONTRACTOR will provide NEGRC with copies of any and all correspondence relating to those questions.

The CONTRACTOR shall ensure that the funding contained in any audit are resolved as soon as possible and that a report on the resolution or corrective action taken is provided to NEGRC within thirty (30) calendar days after the final audit report has been issued.

Disallowed costs identified by any audit shall be immediately repaid to NEGRC by the CONTRACTOR.

The CONTRACTOR agrees that NEGRC may withhold payments equal to the amount which has been disallowed by either a federal, state, or NEGRC audit, or an audit obtained by the CONTRACTOR, notwithstanding the fact that such audit exception is made against a prior or other current contract with the CONTRACTOR.

COLLECTION OF AUDIT EXCEPTIONS

The NEGRC and the Georgia Department of Human Services may, only to the extent permitted by applicable federal and state law, withhold net payments due to the CONTRACTOR under this contract 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 understands that this is a cause for termination of this Contract and requires a refund to NEGRC and the GA Department of Human Services for the total exception by certified funds.

ASSIGNMENT AND MERGER

In case of a merger between CONTRACTOR and another entity, CONTRACTOR must notify NEGRC and Georgia Department of Human Services immediately. Georgia Department of Human Services and NEGRC shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. Georgia Department of Human Services and NEGRC in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If Georgia Department of Human Services and NEGRC elect to continue the contract, the contract will be amended to reflect the same. No modification of this contract shall be binding upon the parties, unless consented to in writing, and signed by both parties.

CRITICAL INCIDENT REPORTING

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

A. In the case of an emergency, CONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).

B. CONTRACTOR shall have a formal written critical reporting procedure that is approved by the licensing or certification authority, if applicable, NEGRC and by the funding agencies.

C. CONTRACTOR is responsible for taking necessary actions to protect NEGRC clients from any possibility of harm. In doing this, CONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.

D. CONTRACTOR must notify the appropriate NEGRC or Division of Aging Services staff of the critical incident and results of any immediate action taken. CONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

E. The NEGRC and the Georgia Department of Human Services will determine whether the CONTRACTOR actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the NEGRC or Department of Human Services will determine:

1. Whether or not client's health, safety and welfare are adequately protected;
2. That the response to the situation and event was reasonable and appropriate;
3. That the CONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar 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 the NEGRC and Division of Aging 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 confirm in content to the sample **ANNEX BB,** which is attached in this contract. The Notice must be posted in a conspicuous, common area accessible to clients/customers/consumers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timeliness 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 Division of Aging's responsibilities under this contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

ENTIRE AGREEMENT

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties. 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.

CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below (not in sequence due to required Division of Aging Annexes), which are hereto attached:

_X_Annex A: Scope of Service
_X_Annex B: Home and Community Based Services - Program Performance Report by Service
_X_ Annex C: Area Plan Budget Fund Source Summary by Provider
_X_ Annex D: Area Plan Budget Service Summary by Provider
_X_ Annex E: Certification Regarding Lobbying
_X_ Annex F: Debarment Certification
_X_ Annex AA: HIPAA Business Associate Agreement
_X_ Annex BB: Subrecipient Federal Grant Award Information
_X_ Annex CC: Notice Concerning Critical Incident Reporting
_X_ Annex DD: Security and Immigration Affidavit

SIGNATURES TO CONTRACT BETWEEN
THE NORTHEAST GEORGIA REGIONAL COMMISSION

AND

OCONEE COUNTY BOARD OF COMMISSIONERS

IN WITNESS WHEREOF, the NEGRC and the CONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereunto.

Acting for and on behalf of the
Oconee County Board of Commissioners
P. O. Box 145
Watkinsville, Georgia 30677

Signature John Daniell
Name John Daniell
Title Chairman
Date July 7, 2020

Witness
Signature Kathy Hayes
Name Kathy Hayes
Title County Clerk
Date July 7, 2020

Acting for and on behalf of
Northeast Georgia Regional Commission
305 Research Drive
Athens, Georgia 30605

Signature _____
Name BURKE WALKER
Title EXECUTIVE DIRECTOR
Date _____

Signature _____
Name BILLY PITTARD
Title RC Board Chairman
Date _____

ANNEX A

SCOPE OF SERVICE

The CONTRACTOR will provide the following services/deliverables in accordance with the terms and conditions of the contract:

1. Provide nutrition services, Home Delivered (HDC2) and Congregate (CMC2) meals, to the elderly and persons with disabilities under the Families First Coronavirus Response Act.
2. Implement, perform and carry out in a satisfactory and proper manner the duties/activities related to Home Delivered (HDC2) and Congregate (CMC2) meals as described in the Georgia Department of Human Services Division of Aging Services policy (POL5300 Home and Community Based Programs found at www.odis.ga.gov), applicable state and federal regulation and law.
3. Enter all Home Delivered (HDC2) and Congregate (CMC2) meals that are being delivered to the aging in the DAS Data System on or before the 5th working day of each month.

The NEGRC and the Georgia Department of Human Services will provide the following in accordance with the terms and conditions of the contract:

1. Provide technical assistance, guidance, consultation, management and other necessary support under provisions, appropriate laws, regulations, agreements and other applicable policies.
2. Assess, monitor and evaluate CONTRACTOR during the term of the contract to ensure compliance.
3. Review the data in the DAS Data System for accuracy.

ANNEX B

HCBS-Program Performance Report for Provider by Service SFY: 2020

Report Month: Apr-20
PSA: Northeast Georgia
Provider: Oconee County Senior Center

			Units Provided this Month	Units Provided SFYTD	SFY Contract Units	Percent of Contract Provided	Persons Served this Month	SFY Contract Persons
Program:	HCBS-Nutrition Services							
Service:	Home Delivered Meals	Unit Cost: $20.28						
Fund Source:	FFCRA - Home Delivered Meals	Service Totals:	0	0	686	0.00%	0	42
Program:	HCBS-Senior Center							
Service:	Emergency Home Delivered Meals	Unit Cost: $20.28						
Fund Source:	FFCRA - Home Delivered Meals	Service Totals:	19	19	19	100.00%	3	5
(used for meals given to Congregate meals clients to be eaten at home)								
Program:	HCBS-Senior Center							
Service:	Congregate Meals	Unit Cost: $15.91						
Fund Source:	FFCRA-Congregate Meals	Service Totals:	0	0	449	0.00%	0	8
(can only be used for Congregate meals given in the senior center)								

Report Month: Apr-20
PSA: Northeast Georgia
Provider: Oconee County Senior Center

			Report Month	SFYTD	Funding Annual Budget (Fed+St+Mat)	% of Budget Utilized
Program:	HCBS-Nutrition Services					
Service:	Home Delivered Meals	Unit Cost: $20.28				
Fund Source:	FFCRA - Home Delivered Meals	Service Totals:	$0.00	$0.00	$13,912.08	0.00%
Program:	HCBS-Senior Center					
Service:	Emergency Home Delivered Meals	Unit Cost: $20.28				
Fund Source:	FFCRA - Home Delivered Meals	Service Totals:	$385.32	$385.32	$385.32	100.00%
(used for meals given to Congregate meals clients to be eaten at home)						
Program:	HCBS-Senior Center					
Service:	Congregate Meals	Unit Cost: $15.91				
Fund Source:	FFCRA-Congregate Meals	Service Totals:	$0.00	$0.00	$7,143.59	0.00%
(can only be used for Congregate meals given in the senior center)						

TOTAL FFCRA FUNDING: $21,440.99

ANNEX C

Area Plan Budget Summary by Funding Source (with Providers)

Northeast Georgia Region AAA

FY:	2020
Start Date:	7/1/2019
End Date:	6/30/2020
Status:	Approved
Version:	8

Funding Source by Program, Service, and Provider

FFCRA Congregate Meals (Unit Cost)

Provider	Federal Amount	State Amount	Local Amount	Total Amount
HCBS - Senior Centers				
Congregate Meals				
Oconee County Board of Commissioners [Parent]	$ 7,143.59	-	-	$ 7,143.59

FFCRA Home Delivered Meals (Unit Cost)

Provider	Federal Amount	State Amount	Local Amount	Total Amount
HCBS - Nutrition Services				
Home Delivered Meals				
Oconee County Board of Commissioners [Parent]	$ 13,912.08	-	-	$ 13,912.08
HCBS - Senior Centers				
Emergency Home Delivered Meals				
Oconee County Board of Commissioners [Parent]	$ 385.32	-	-	$ 385.32

TOTAL FFCRA FUNDING: $21,440.99

ANNEX D

WellSky

Area Plan Budget Summary by Program (with Providers)

Northeast Georgia Region AAA

FY:	2020
Start Date:	07/01/2019
End Date:	06/30/2020
Status:	Approved
Version:	8

Program by Service and Funding Source Summary

HCBS - Nutrition Services				
Provider	**Federal Amount**	**State Amount**	**Local Amount**	**Total Amount**
Home Delivered Meals				
FFCRA Home Delivered Meals (Unit Cost)				
Oconee County Board of Commissioners [Parent]	$ 13,912.08	-	-	$ 13,912.08

HCBS - Senior Centers				
Provider	**Federal Amount**	**State Amount**	**Local Amount**	**Total Amount**
Congregate Meals				
FFCRA Congregate Meals (Unit Cost)				
Oconee County Board of Commissioners [Parent]	$ 7,143.59	-	-	$ 7,143.59
Emergency Home Delivered Meals				
FFCRA Home Delivered Meals (Unit Cost)				
Oconee County Board of Commissioners [Parent]	$ 385.32	-	-	$ 385.32

TOTAL FFCRA FUNDING: $21,440.99

ANNEX E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 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 John Daniell
(Signature of Official Authorized to Sign)

Date July 7, 2020

John Daniell
Printed Name

Chairman
Title of Official

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

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

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

John Daniell, Chairman		July 7, 2020
Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

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

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

ANNEX AA

NORTHEAST GEORGIA REGIONAL COMMISSION

AREA AGENCY ON AGING

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective _____ 20___ ("Effective Date"), is entered into by and between _____, and the Northeast Georgia Regional Commission Area Agency on Aging (the "Covered Entity"), with an address at 305 Research Drive, Athens, Georgia 30605 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those provides. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §164.502(g); and

WHEREAS, the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Contractor in order to protect the privacy of individually identifiable health information ("Protected Health Information", or "PHI ") maintained by the Covered Entity as that term is defined in 45 C.F.R. §164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

WHEREAS, Contractor and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Service Agreements.

1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into

this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.2 Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.3 Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.

2. Additional Contractor Activities. Except as otherwise provided in this Agreement, the Contractor:

2.1 Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.

2.2 Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3 May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.

2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. §164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. Contractor Covenants. Contractor agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.

3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Contractor with respect to the PHI;

3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;

3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6;

3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by C.F.R.§ 164.504(e)(2)(i)B).

4. Covered Entity Covenants.

4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically expects those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.

5. **Access to PHI**. Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient request access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. **Amendment of PHI**. Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeable could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.

7. **Accounting for Disclosure of PHI**. Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.

8. **Access to Books and Records Regarding PHI**. Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. **Disposition of PHI Upon Termination**. The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its

subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing, and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties

10.1 Mutual Representations and Warranties of the Parties.
Each Party represents and warrants to the other Party.

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) That neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(d) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term. Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

12. Termination.

12.1 Generally, this Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the Covered Entity makes the determination and Contractors has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty

(30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

13. **Effect of Termination.** Upon termination pursuant to Section 12, Contractor agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so. Prior to doing so, the Contractor further agrees to recover any PHI in the possession of its subcontractors or agents

    If it is not feasible for the Contractor to return or destroy all PHI, the Contractor will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Contractor has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Contractor's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

    If it is not feasible for the Contractor to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Contractor must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

14. **Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

15. **Amendments; Waiver.** Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA.

    This agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party hereafter to enforce each and every such provision.

16. **Notices**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal

Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

NEGRC/Area Agency on Aging Division
305 Research Drive
Athens, GA 30605-2795

Contractor:

Notice of any change in address of one of the parties shall be given in writing to the other party as provided above.

17. **Regulatory References**. A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.

18. **Survival**. The respective rights and obligations of Contractors under this Agreement shall survive termination of this Agreement.

19. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the individual.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date:

_____
Covered Entity

_____
Contractor

ANNEX BB

Georgia Department of Human Services

Subrecipient Federal Grant Award Information[1]

For each federal grant award associated with this Contract[2], DHS has identified the CFDA (Catalog of Federal Domestic Assistance) title and number, award name, award number, award year, Common Accounting Number (CAN), the name of the federal awarding agency, and indicated whether the award is for research and development (R&D):

CFDA Number	CFDA Title	Award Name	Award Number	Award Year[3]	CAN	Federal Awarding Agency	R&D (Indicate Yes or No)
93.045	CMC2 Families First Coronavirus Response Act - Title III Congregate Meals	Congregate Meals	2001GACMC2-00	3/20/2020 – 9/30/2021	2020,299CVCM	Administration for Community Living	No
93.045	HDC2 Families First Coronavirus Response Act - Title III Home Delivered Meals	Home Delivered Meals	2001GAHDC2-00	3/20/2020-9/30/2021	2020,299CVHD	Administration for community Living	No

[1] Consult Budget Officer in Respective DHS Division/Office for assistance in completing this Annex.
[2] Annex must be completed when the Contractor has been determined to be a Subrecipient.
[3] Award year could be different than, and is not necessarily the same as, the contract year.

Brian P. Kemp
Governor

Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

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

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

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: http://dhs.georgia.gov, Navigate to "Divisions & Offices",

scroll to "Office of Inspector General" and click "online form".

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142

Georgia Department of Human Services

Security and Immigration Compliance Affidavits

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (Oconee County [name of contractor]) on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

50742
Federal Work Authorization User Identification Number

December 18, 2009
Date of Authorization

Oconee County Board of Commissioners
Name of Subcontractor

Families First Coronavirus Response Act
Name of Project

_____
Name of Public Employer

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

Executed on July 7, 2020 in Watkinsville (city), _____(state).

Signature of Authorized Officer or Agent

John Daniell, Chairman
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME,
ON THIS THE 7th DAY OF July, 2020.

Kathy Hayes
NOTARY PUBLIC
My Commission Expires: 4-19-22

Kathy Hayes
Notary Public
My Commission Expires
April 19, 2022
Oconee County, Georgia

Rev. 1/17/2017