STATE OF GEORGIA  
COUNTY OF MUSCOGEE

PARTIES:  
River Valley Area Agency on Aging  
P.O. Box 1908  
Columbus, Georgia 31906  
(706) 256-2910

and

SUBJECT:  
Service for the Elderly  
and Disabilities  
>Title III OAA

Minority Contractor:  
Yes  
No

Sub-recipient:  
Yes  
No

Contractor:  
Yes  
No

EIN NUMBER:

DUNS NUMBER:

TERM:

CONTRACT AMOUNT:  $ ___________________

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2019 between the River Valley Area Agency on Aging (hereinafter referred to as the “AAA” and hereinafter referred to as CONTRACTOR). This contract shall terminate on the 30th day of June, 2020, unless earlier under the provisions of this contract.

Witnesseth

Whereas, AAA is desirous of entering into a contract with the River Valley AAA area; and,

Whereas, AAA operates in and is responsible for that area in Georgia, and plans, designs and oversees social programs for older citizens under the auspices and authority of Title III of the Older Americans Act; and;
Whereas, is a social service delivery agency which utilizes employees, agents and/or volunteers for the direct provision of said services.

Now, therefore, the parties hereto, intending to be legally bound, hereby agree as follows:

**General Provisions**

A. Provisions required by the Georgia Department of Human Services as evidenced in attachments Assurance of Compliance with the Department of Health and Human Services Regulation under Title VI of the Civil Rights Act of 1964, and Cost Principles are hereby incorporated by reference as a part of this contract.

B. This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other written/oral understandings hereto.

C. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

D. **Contractor** shall provide all supervision and administration necessary for the provision of services, and shall provide all costs of administrative support, supervision, and administration, and shall comply with 1) State and Federal laws, rules, regulations and standards; 2) Office of Aging standards guidelines, policies and procedures.

E. None of the services covered by this contract shall be subcontracted without the prior written approval of the **AAA**.

F. Nothing contained in this Agreement shall be construed as to constitute the **Contractor** or any or his employees, servants, agents, or subcontractors as a partner, employee, servant or agent of the **AAA**, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent **Contractor**.

The Area Agency and its employees are to be held harmless for any claim growing out of any action performed by the Contractor, its agents, employees or any of its subcontractors under any provision of this contract.

**Services to be Provided**

Services that shall be provided by the **CONTRACTOR** through this contract are listed in the **Budget Fund Source Summary** section of this contract.
Payment for Services

The AAA shall pay the CONTRACTOR for services provided based upon the budget shown in the rear section of this contract. Payment shall be made monthly following receipt of a correctly completed Monthly Expenditure Report and Monthly Program Performance/Service Report. These reports shall be received by the AAA on the 6th work day of each month, reporting expenditures made and services provided during the preceding month commencing with reports for July. The AAA will reimburse the CONTRACTOR pending receipt of funds from the state Department of Human Services.

Uniform (unit) Cost Methodology

The CONTRACTOR shall utilize the state Division of Aging Services’ Uniform/Unit Cost Methodology in preparing and implementing its budgets and programs, and in reporting expenditures and services.

The Contractor agrees that the year to date percent of annual budget expended (by service, or, by category, and or by Part, as appropriate) shall be in approximate alignment with the “year to date” percent of units of service delivered. The Contractor agrees that the AAA may withhold reimbursement if satisfactory explanations are not provided regarding the provision of units and dollars expended.

The AAA may need to require additional information not contained on the monthly Request for Funds in order to approve the request.

The AAA will provide written notice to the Contractor outlining any fiscal or program discrepancies and specify a reasonable amount of time in which specified correction shall be made.

While the CONTRACTOR’s total budget allocation is not expected to change, AAA may revise the budget as it deems necessary for program operations. AAA assumes no liability for payments from funds other than those received by AAA for operation of the programs covered by this contract.

Purchasing Activity

All purchases of supplies, equipment, services, etc. must be accomplished in accordance with 2 CFR Chapter II, Part 200.

Written documentation is required for each expenditure in the form of time sheets, travel vouchers, and invoices and bills.

Capital expenditures, automatic data processing and professional services require special approval from the Georgia Department of Human Services before the AAA can authorize Contractors to expend funds on these items. Contingencies, donations, entertainment, penalties, interest and bank service charges are not allowed under any circumstances.
The AAA has approved a budget for the program operations. The budget includes all services agreed to in this contract. This budget is now binding for all program expenditures.

Minor variations from this budget may occur in extreme cases. Should spending variations exceed ten (10) percent in any category, a written request should be made to the AAA for a budget change. Written authorization consists of a letter from the Director of the AAA. Under no circumstances may the authorized totals be exceeded without contract amendment.

The amount claimed for an in-kind contribution should equal the amount paid for those goods and services if purchased. For example, contributions of advisory personnel, bookkeepers, or other professional or skilled persons shall be predicated on the volunteer's employer. The value of all other volunteer services shall be at the minimum wage of the volunteer(s). Space and use charge shall be valued by a disinterested third party, such as a General Services Administration representative, or local realtor. A letter substantiating the value is sufficient documentation to provide in-kind costs. If a letter substantiating the value is held for a prior year, a new appraisal is not required.

**Program Equipment**

An inventory of program equipment purchased will be maintained. Detailed Equipment Listing form will be completed for all equipment valued over $1000.00 and submitted to AAA. Title to all equipment which cost over $1000.00 purchased under this contract will be held by the Georgia Department of Human Services. All equipment will be inventoried and an annual inventory report submitted to AAA. AAA reserves the right to hold assignment of the equipment.

A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented; and the Contractor shall promptly notify the AAA.

Adequate maintenance procedures shall be implemented to keep the property in good condition.

This equipment cannot be transferred or otherwise disposed of without written approval from the AAA. Upon termination of this contract, the contractor shall account for all equipment purchased with contract funds, and the agency and the federal agency shall dispose of such properties in accordance with state and federal regulations.

The Contractor agrees that motor vehicles owned (titled by purchase or donation), operated or controlled by the Department of Human Services will operate at the lowest possible cost, provide maximum availability of safe and serviceable equipment and be properly operated and maintained to insure economical service life. In the performance of this contract, it will be the contractor's responsibility to adhere to administrative, operational, and maintenance requirements as stated in the DHR Vehicle management manual, and any amendments issued thereto and to submit reports as required.

Contractor acknowledges prior receipt of the DHR Vehicle Management Manual and agrees to comply with its provisions.

The contractor agrees to submit to the AAA the Utilization and Data Report furnished by the Area Agency in accordance with the Vehicle Management Manual, Section H.
Contractor further agrees that it is the contractor’s responsibility to insure that adequate funds are available within this contract budget to insure minimum maintenance standards as required by the DHR Vehicle Management manual.

Program Income

All recipients of Title III fund source or any other fund source services must be provided the opportunity to make daily contributions for services received. Confidentiality must be assured for all contributions. Program income shall be collected by the Contractor and reported to the AAA with the monthly financial reports. The CONTRACTOR shall provide a self-addressed envelope to all clients to make their volunteer contribution payment remittance on a monthly basis. Client’s volunteer contributions are not to be given to the drivers or the aides. The clients should mail their volunteer contributions using the self-addressed envelope.

AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

STATE OF GEORGIA COUNTY OF MUSCOGEE
Middle Flint Area Council on Aging, Inc.

Contractors that expend $750,000.00 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 104-158) and their implementing regulation, 2 CFR Part 200, Subpart F, OMB Circular A-133 entitled, “Audits of States, Local Governments, and Nonprofit Organizations.” The audit reporting package shall include the documents listed in the Department of Human Services On-line Directives information System POL 1244, External Entities Audit Standards and Sanctions.

Contractors expending at least $25,000.00 but less than $100,000.00 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 Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial Statements within 180 days after the close of the Contractor’s fiscal year to the:

River Valley Regional Commission / Area Agency on Aging
Attn: Gail Simpson
PO Box 1908
Columbus, GA 31902-1908
Email: gsimpson@rivervalleyrcaaa.org

Contractor understands that failure to comply with the above audit and financial reporting requirements could be cause for DHS 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.

**Staffing**

All solicitations or advertisements for employees shall comply with laws as stated in General provisions, Section I.S., Paragraphs 1, 2, & 3 in this contract.

Contractors shall post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Contractor shall adhere to the standards or qualifications established in the job descriptions for positions funded under this contract.

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, client or responsible parent or guardian.

Contractor agrees that it shall secure all personnel required in performing the services under this contract. Such employees shall not be employees of nor have any contractual agreement with the AAA nor shall they hold any other position(s) which could constitute a conflict of interest.

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

No informal surveys using the staff and participants can be made by any public or private organization without the prior written approval of the AAA.

Preference must be given to elderly, handicapped and minority applicants for employment in consideration of positions for which said individuals are qualified. A criminal records check shall be performed for employees who are in direct contact with participants.

**Political Activity**

No portion of contract funds shall be used for any political activity or to further the election or defeat of any candidate for public office.

Contractor shall comply with the requirements of Section 12 (a) of the Hatch Act which limits political activity by governmental employees.

Contractor shall refrain from political activities, including endorsement of any political candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or
Contractors' retain the right to advocate for and on behalf of public policies which impact older adults in the west central Georgia area.

**Social and Economic Need**

The CONTRACTOR shall give preference in all of its programs to serving older persons with the greatest social or economic need. Low income and rural minority will be given special emphasis.

All persons requesting services will be evaluated by the AAA, with the cooperation of the CONTRACTOR, to determine the extent of their social and economic need.

AAA Contractors will be responsible for attempting to determine whether prospective participants have income levels at or below the low income poverty level established by the Division of Aging Services, Georgia Department of Human Services. Persons with these income levels will be classified as being in economic need. Service providers may not use a means test to deny any person access to a service. Preference will be given to rural elderly in the greatest social and economic need, severe disabilities, and low income minorities. Efforts will be made to meet the special needs of low income and rural minorities.

Contractors will attempt to provide services to low income minority individuals in at least the same proportion as the population of low income minority individuals bears to the population of older individuals of the area served by the Contractor.

The AAA will determine the extent of a prospective participant's social need. Social need is defined as "need characterized by isolation, physical or mental limitations, racial or cultural obstacles, or other non-economic factors which restrict individual ability to carry out normal activities of daily living and which threaten an individual's capacity to live an independent life." The degree of each prospective participant's social and economic need will be measured through the use of questionnaires and forms provided by the AAA to capture social and economic need information. Information derived from these and through personal interviews with prospective participants will also be used in determining the degree of social and economic need.

**Monitoring**

AAA will monitor all Contractors annually, nutrition sites annually, and all subcontract programs annually to assess and evaluate the fiscal and program performance of all contract agencies to ascertain whether or not program objectives are being met and Contractors are in compliance with policies, procedures, standards and regulations. Written monitoring reports will be submitted to the Contractor and responses to the monitoring report will be requested. Federal and state agencies reserve the right to monitor Contractors.

The AAA reserves the right to withhold payment under this contract if it appears to the AAA that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to the payment thereof, and/or require improvement, at the discretion of the AAA in the programmatic performance of service delivery.

**Technical Assistance**

AAA and state program staff will offer technical assistance when requested or when indicated by
the monitoring reports. All contractors will be provided with the Georgia Department of Human Services Division of Aging Requirements for Non-Medicaid Home and Community Based Services Manual to further clarify program.

**Insurance**

*Contractor* is responsible for maintaining any insurance necessary for operation of the program.

**Advocacy**

All *Contractors* and staff are required to comment on policies, laws, taxes, etc. which affect the elderly on AAA, local, state, and federal level. Every effort will be made to develop a comprehensive coordinated service delivery system for the elderly. All staff will be aware of the problem of adult abuse and be familiar with the AAA policy on adult abuse. Advocacy records must be maintained.

**Outreach**

The *Contractor* agrees to coordinate outreach efforts in order to inform persons unaware of the program of its availability.

**Safe Facilities**

All facilities where activities for participants occur shall be inspected by local health and fire departments, annually and that the reports of these inspections will be conspicuously posted at the facility location.

**Requirements For Certified Cost And/or In-kind Match:**

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

The state and federal term "in-kind match" is synonymous and is defined below:

2. **In-Kind Contributions:** In-kind contributions represent the value of non-cash contributions provided by (1) Contractor, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of
charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract. When specifically authorized in writing by federal legislation, property purchased with Federal funds may be considered as grantee’s in-kind contribution.

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.

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.

The Contractor agrees to submit a monthly certified cost report, DHR Form # 5215, not later than the 6th working day following the end of each month during the term of this contract.

Contractors that utilize subcontractor provided in-kind match or certified cost match will maintain on file the subcontractors, Form #5215 as supporting documentation of Contractor’s own Form #5215.

**Advance of Funds**

A. Any advance of state funds permitted by the AAA under this contract must be returned to the AAA prior to the end of the contract period. The Contractor further agrees that upon termination of this contract for any reason, all unexpended funds held by the Contractor shall revert to the AAA. Receipt of advance of funds by the Contractor requires a fidelity/assurance bond and the “advance of funds” will be separately recorded in the Contractor accounting records as a unique liability account for advanced funds from the Department of Human Services. The Contractor further agrees that the “advance of funds” will be repaid in three equal installments during March, April, and May of this contract period unless the AAA’s Director of Financial Services approves another repayment schedule.

B. Should any interest be earned on funds that were advanced by the AAA the Contractor will apply the interest to the cost of this contract prior to making a reimbursement/payment request to the AAA.

Each Congregate Senior Center Site/Home Delivered Meal Site must have a PC workstation and internet service for the Site Manager and/or Home Delivered Meal Supervisor.
RENEWAL:

The parties agree that the AAA shall have up to four (4) options to renew this Contract for additional terms of up to one (1) year, each upon the same terms and conditions, and in the amount in effect at the time of renewal. The renewal option shall be exercisable solely and exclusively by the AAA. As to each term and subject to the termination provisions of this Contract, the Contract shall terminate absolutely and automatically at the close of the then-current term without further obligation by the AAA. The original Contract, applicable amendments and any contract renewals shall bind the AAA and the Contractor. Renewal will depend upon the best interests of the AAA, funding, and Contractor’s performance. Upon the AAA’s election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed in writing by the AAA and the Contractor.

EXTENSION:

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the AAA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the AAA a continuous supply of the Services

Nondiscrimination by contractors and subcontractors:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the DHS policy relative to nondiscrimination in employment practices on the basis 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 SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the DHS policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis 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 AAA.

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 INDIVIDUAL INFORMATION:**

The Contractor agrees to abide by all state and federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the AAA without the express written authorization from the Department. The Contractor agrees to notify the AAA within one (1) calendar day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

**CONFLICT OF INTEREST:**

The Contractor and the AAA certify that the provisions of the Official Code of Georgia Annotated Sections 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.

**CONTRACT MODIFICATION / ALTERATION:**

A. No modification or alteration of this Contract, except for budget revisions between existing line items which have been approved in advance by the AAA or budget adjustments made in accordance with Section III of this contract, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the AAA contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph 8 immediately below.

B. Notwithstanding Sub-paragraph A immediately above, the AAA shall consider a modification to funding of existing program components upon receipt of a Contract Amendment Request (per Division of Aging Services Policy Issuance #162) signed by an authorized representative of the Contractor or other format approved by the AAA. Such modification will be valid and effective upon written notice to the Contractor. The notice must be signed by the AAA Director and affixed to this
contract as an amendment indicating the AAA contract number involved, the original contracting parties and the paragraph(s) being modified.

C. In the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this contract, the AAA 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. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

A. DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:
The AAA reserves the right to suspend the Contract/sub-grant in whole or in part under this contract provision if it appears to the AAA that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this Contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the AAA, in the programmatic performance or service delivery.

B. 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.

C. TERMINATION:
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 Department 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 AAA as of that moment. The certification by the AAA Director of the occurrence of either of the events stated above shall be conclusive.

D. Due to default or for cause. This Contract may be terminated for cause, in whole or in part, at any time by the AAA for failure of the Contractor to perform any of the
provisions hereof. Should the AAA exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than 45 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.

E. **For Convenience.** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon 60 days prior written notice to the AAA. This Contract may be terminated by the AAA for any reason upon 30 days prior written notice to the Contractor.

F. **Notwithstanding any other provision of this Contract, 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 misrepresented information to any consumer/customer/client of the Department or to the AAA.

4. Contractor has exhibited an inability to meet its financial or services obligations under this Contract.

5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.

6. An assignment is made by the Contractor for the benefit of creditors.

7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.

8. The AAA 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

10. Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

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 AAA to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the AAA. 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 AAA. 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 AAA immediately and shall become the property of the AAA. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the AAA.

FORCE MAJEURE:
Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the AAA will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

ACCESS TO RECORDS AND INVESTIGATION:
A. The State and federal government and the AAA 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 (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.

B. The Contractor agrees that the DHS Office of the Inspector General, 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 or agent of the Contractor. The Contractor agrees to
cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

C. The AAA 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 AAA 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 Department.

D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

**COLLECTION OF AUDIT EXCEPTIONS:**
The Contractor agrees that the AAA may withhold net payments (voucher deduction) equal to the amount which has been identified by an audit; notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the AAA for the total exception by check.
SUBCONTRACTS:

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

B. The Contractor agrees to reimburse the AAA 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 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 AAA may pursue appropriate remedies as a result of such breach.

PUBLICITY:

Contractors must ensure that any publicity given to the program or services provided herein identify the AAA and DHS Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the AAA Director's office. All media and public information materials must also be approved by the AAA. In addition, the Contractor shall not display the AAA 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 AAA.

INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

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

A. Inventions and patents. The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the AAA. The federal agency and the AAA shall determine whether protection of the invention or discovery shall be sought. The federal agency and AAA 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 AAA 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 AAA 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 AAA electronically.

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 after the information has been provided to the AAA, 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 AAA data, databases, including code specifications, shall be the property of the and may be subject to review and validation by the AAA prior to completion of study.

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 AAA 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 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.

**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 as applicable to entities or 50-24-4 as applicable to individuals.

**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 AAA a signed "Certification Regarding Lobbying," attached hereto as an Annex A.

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 AAA.

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

   a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
   
   b. a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
   
   c. a change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

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

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

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

CRIMINAL HISTORY INVESTIGATIONS:

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

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

A. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department’s Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that
the applicant’s criminal history record needs further review. If it is determined that
the applicant is not eligible to provide services to the Department, said applicant will
not be eligible to provide services to the Department under any circumstances.

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

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

2. personal care homes required to be licensed, permitted, or registered by the
   Department of Community Health.

AIDS POLICY:

A. Contractor agrees, as a condition to provision of services to the Department's
   consumers/customers/clients/patients, not to discriminate against any
   consumer/customer/client/patient that may have AIDS or that 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.

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 Contractor, its agents, employees, subcontractors, or others working at the
direction of Contractor or on Contractor's behalf, 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 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.

**DEBARMENT:**

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

**PROPERTY MANAGEMENT REQUIREMENTS:**

The Contractor agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the AAA during the term of this Contract and all previous contracts is property of the State of Georgia and the AAA and is subject to the rules and regulations of the AAA 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, Construction and Real Property Section.

B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the DHS Transportation Manual, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of
property (at least every two (2) years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property, to the DHS division/office program as indicated below:
Division of Aging Services
ATTN: Property Control
Two Peachtree Street, N.W., 33rd Floor
Atlanta, Georgia 30303-3142

The DHS division/office will then forward the completed Form #5111 to the DHS Office of Facilities and Support Services, Construction and Real Property 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 Cost and Utilization Information as requested by Transportation Services Section in accordance with the DHS Transportation Manual, Chapter 2.

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 Contractors possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination.

2. Upon notification by the Office of Facilities and Support Services, Contractor agrees to transport the state property to the designated State surplus facility.

The Division 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.

**DOCUMENTATION OF RENT COST:**

A. All Contractor-budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from AAA).

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 AAA). 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.
INDEPENDENT CONTRACTOR RELATIONSHIP:

In its relationship with the AAA and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the AAA or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

NON-EXCLUSIVE RIGHTS/NO MINIMUMS GUARANTEED:

A. Non-Exclusive Rights. This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

B. No Minimums Guaranteed. This Contract does not guarantee any minimum level of purchases or use of Services.

CONTRACT BUDGET

A. The budget summary attached to this Contract as Budget Fund Source Summary is made a part of this Contract.

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

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

D. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

BUDGET VS. EXPENSE LIMITATION:

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

Contractor agrees to transmit all Programmatic Reports to the AAA office not later than the 6th working day following the end of each month during the term of this Contract.

EXPENDITURE REPORT SUBMISSION:

The Contractor agrees to transmit all monthly Expenditures Reports to the AAA office not later than the 6th working day following the end of each month during the term of this Contract. The Contractor further agrees to submit the "Final Supplemental" expenditure report on this Contract, if required, not later than 45 calendar days following the contract termination date.

COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

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

It is understood and agreed that the AAA is a “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. Further, it is agreed that as a business associate of the AAA that its use or disclosure of any person’s protected health information received from or on behalf of the AAA will be governed by the Business Associate Agreement, attached which the tractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment, Annex C. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business
B. Compliance with Security Management Process:

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


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 the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.


F. Georgia Department of Human Services Division of Aging Services programmatic policies and procedures (HCBS Manual), Home and Community Based Services and Access to Services, as amended periodically by the Division of Aging Services.

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, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

I. 45 CFR Part 1321.57, Administration on Aging. Older Americans Program, and Older Americans Act of 1965, as amended (42 U.S.C.A. section 3026(a)(6)(d)), requires that each Area Agency on Aging will "establish an advisory council consisting of older individuals (including minority individuals and older individuals
residing in rural areas) who are participants or who are eligible to participate in programs assisted under this chapter, family caregivers of such individuals, representatives of older individuals, service providers, representatives of the business community, local elected officials, providers of veterans’ health care (if appropriate), and the general public, to advise continuously the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan”. By completing and obtaining appropriate signature on the Advisory Council Chair Assurance, the Advisory Council and its Chair certify and assure compliance with the requirements of this Contract.

J. Federal Programmatic Regulations

____TITLE III


Authorization (040): Older Americans Act, as amended, Public Law 106-501, Title III, Part E. (CFDA # 93.052)


GACARES Authorization (040): Social Security Act, Title XI, Sections 1110 and 1115; 42 U.S.C. 1310 and 1315(a); Title XVIII, Section 1875; 42 U.S.C. 1395 and 42 U.S.C. 1881(f); Section 402, Public Law 90-248, as amended; Section 222, Public Law 92-603. (CFDA # 93.779)


K. OMB Circular A-133 Subpart D--Federal Agencies and Pass-Through Entities § .400(c): Sub-recipient Federal Grant Award. This Contract, may be updated by the AAA from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.

L. 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 AAA, 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, 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 AAA. 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, Annex D¹, Annex D².

M. Whistle Blower Policy: Contractor Employee Whistleblower Rights and Requirements 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 §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. 4712, as described in §3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

N. Clean Air Act and Federal Water Act: Contractors receiving amounts in excess of $150,000 agree to comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

O. Procurement of Recovered Materials: The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CDR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level
of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CRITICAL INCIDENT REPORTING (“CIR”): (403) 04/01/13

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

A. In the case of an emergency, 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 incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the AAA.

C. Contractor is responsible for taking necessary actions to protect AAA/DHS 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 AAA 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 AAA will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the AAA 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 AAA 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 Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.

Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor’s or the Department’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 UNDERSTANDING:**

This Contract, together with all budgets, units, and person served summary pages and any 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.
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN.

RIVER VALLEY REGIONAL COMMISSION

BY: _________________________________

DATE: _______________________

BY: _________________________________

DATE: _______________________

BY: _________________________________

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(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 an 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 of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.

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

By: ________________________________ Date: _______________
   (Signature of Official Authorized to Sign)

__________________________________________
Name

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

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

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

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or 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.
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of River Valley Regional Commission 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
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Name of Contractor

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

Executed on ___, 20__ in ______________________________ (city), ___ (state)

Signature of Authorized Officer of Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF __________________, 20__.

Notary Public

My Commission Expires: ____________________________
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 River Valley Regional Commission on behalf of ____________________________ (public employer) 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice will be forwarded to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
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Name of Subcontractor

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

Executed on ________, 20__ in ______________________ (city), __________ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF ________, 20__.

Notary Public
My Commission Expires: _______________
BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the RIVER VALLEY REGIONAL COMMISSION (hereinafter referred to as "RVRC") and Middle Flint Area Council on Aging Inc. (hereinafter referred to as "Contractor") as ANNEX AA to Contract No. ____________ between RVRC and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, RVRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RVRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by RVRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:

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

   B. Use or disclose PHI as Required by Law.

   C. After providing written notification to RVRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate RVRC (or otherwise oversee the conduct or conditions of the RVRC) about any RVRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to RVRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate RVRC.

   D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by RVRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020(1).

3. Contractor warrants that only individuals designated by title on Attachments L-1 and L-2 will request PHI from RVRC or access RVRC PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

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

5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an RVRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for RVRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, RVRC's HIPAA Privacy Officer and the Department of Human Services/Department of Aging Services for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to RVRC as a result of the Contract, and warrants to RVRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to RVRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to RVRC upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At RVRC:

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

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

D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless RVRC has agreed in writing that the control is not appropriate or applicable.

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

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

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

H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.

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

J. Except for "Non-Reportable Incidents," report to RVRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;

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

I. Make an initial report to RVRC in writing in such form as RVRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;

ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;

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

iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

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

vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

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

J. Report to the RVRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the RVRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon RVRC’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the RVRC.

K. Upon RVRC’s reasonable request and not more frequently than once per quarter, report to the RVRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

L. Cooperate with RVRC and provide assistance necessary for RVRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist RVRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with RVRC, including cooperation with RVRC privacy officials and other compliance officials required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
8. If RVRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor’s impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HIH5 and/or the media, on behalf of RVRC, after the notifications are approved by the RVRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

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

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

10. In order to meet the requirements under 45 CFR 164.524, regarding an individual’s right of access, within five (5) business days following RVRC’s request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the RVRC, provide RVRC access to the PHI in an individual’s Designated Record Set. However, if requested by RVRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

11. Give the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or the Secretary’s designees access to Contractor’s books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of RVRC within five (5) business days after the Secretary or the Secretary’s designees request such access or otherwise as the Secretary or the Secretary’s designee’s may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary’s designee’s during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary’s designee’s in such format, manner or manner as the Secretary or the Secretary’s designee’s may require.

12. Document all disclosures of PHI and information related to such disclosures as would be required for RVRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from RVRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the RVRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to RVRC. If requested by RVRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to the RVRC upon request.

13. In addition to any indemnification provisions in the Contract, indemnify the RVRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys’ fees imposed on RVRC.

14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of $300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

**MRVRC agrees that it will:**

- Notify Contractor of any new limitation in RVRC’s Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that RVRC determines in the exercise of its sole discretion that such limitation will affect Contractor’s use or disclosure of PHI.
- Notify Contractor of any change in or revocation of authorization by an Individual for RVRC to use or disclose PHI to the extent that RVRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor’s use or disclosure of PHI.
- Notify Contractor of any restriction regarding its use or disclosure of PHI that RVRC has agreed to in accordance with the Privacy Rule if, and to the extent that, RVRC determines in the exercise of its sole discretion that such restriction will affect Contractor’s use or disclosure of PHI.
- Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, RVRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by RVRC of a written cost estimate, RVRC agrees to assume all costs incurred by Contractor in compliance with such special requests.
15. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by RVRC to Contractor, or created or received by Contractor on behalf of RVRC, is destroyed or returned to RVRC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon RVRC’s knowledge of a material breach of this Agreement by Contractor, RVRC shall either:

   Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by RVRC;

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

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

B. Effect of Termination.

Upon termination of this Agreement, for any reason, RVRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify RVRC and obtain instructions from RVRC for either the return or destruction of the PHI.

Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes RVRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as RVRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

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

16. Interpretation. Any ambiguity in this Agreement shall be resolved to permit RVRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

17. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

18. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

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

SIGNATURE

DATE

TITLE

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract
List of Individuals Permitted to Receive, Use and Disclose RVRC PHI

The following Position and Titles, as employees and/or representatives of Contractor, need access to RVRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary. If this is not applicable please mark the first line below with N/A.

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and RVRC:

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

Contractor must update this list as needed and provide the updated form to RVRC. Use of RVRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to RVRC Project Leader Contact- Franetta Miles (fmiles@rivervalleyrcaaa.org).
Please initial beside the correct option. Please select only one option.

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

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

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

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

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

<table>
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<tr>
<th>Full Name</th>
<th>Employer</th>
<th>DHS Data Entry System</th>
<th>Type of Access (Read only? Write?)</th>
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The RVRC Project Leader must submit a notice to AIMS Help Desk for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the RVRC Project Leader identified in the Contract: Franetta Miles (fmiles@rivervalleyrcaa.org) immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to RVRC Project Leader Contact.