

**NEGRC/AREA AGENCY ON AGING**

**305 Research Drive**

**Athens, Georgia 30605**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Caregiver Services**

**RCI Dealing with Dementia**

**Powerful Tools for Caregiving**

**RFP # 9**

**For all questions about this RFP contact:**

**Michele Kelley**

**Area Agency on Aging**

**305 Research Drive**

**Athens, Georgia 30605**

**706-583-2546**

[**mkelley@negrc.org**](mailto:mkelley@negrc.org)

**Released On:**

**December 19, 2025**

**Due On:**

**January 20, 2026 – 3:00p.m. Eastern time**

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1. **INTRODUCTION**
2. ***Purpose of Procurement Process***

The Northeast Georgia Regional Commission Area Agency on Aging is requesting proposals from qualified responders capable of providing Caregiver Services throughout the twelve county Northeast Georgia service delivery area. The Northeast Georgia region consists of the following counties: Barrow, Clarke, Elbert, Greene, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe and Walton.

1. ***AAA Vision, Mission and Values***

The vision and mission of the Northeast Georgia AAA:

Vision: The Northeast Georgia Area Agency on Aging (NEGA AAA) shall foster the development and implementation of a comprehensive and coordinated service delivery system, which encourages and promotes individual choice, self-respect, and dignity for older persons residing in Northeast Georgia. By following this vision, the NEGA AAA strives, in accordance with the Division of Aging Services, to obtain our value objectives through exemplary teamwork, quality, innovation and accountability.

Mission: NEGA AAA’s mission is to provide services to improve the quality of life for older Northeast Georgians and adults with disabilities, and to assist these individuals in achieving maximum levels of health, independence, and productivity. Special consideration is given to assuring services for those with the greatest social, economic, and health needs. Our mission was developed in consideration with the mission and values of the Division of Aging Services.

Values: NEGA AAA’s values are to remove access barriers to information by working to provide information to all callers requesting information on long-term care. We are committed to continually targeting mechanisms to reduce chronic disease and disability by educating service providers, civic groups, and the community at large on how to better manage symptoms, adhere to medication regimens, and maintain functional ability. Finally, the NEGA AAA continues to promote evidence-based practices and proven cost-effective strategies to improve and prolong health and wellness while reducing hospital re-admission. We strive to expand case management/care transitions to further assist with decreasing hospital re-admission and helping patients to take a more active role in his or her healthcare.

1. ***Overview of the RFP Process***

The objective of this RFP is to select one (or more) qualified Responder’s (as defined by Section – “Purpose of Procurement”) to provide the services as outlined in the RFP to the NEGA AAA. This RFP process will be conducted to gather and evaluate responses from Responders for potential awards. All qualified Responders are invited to participate by submitting responses, as further defined below. After evaluation all Responders responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publically announced, including the names of all participating Responders and evaluation results.

1. ***Proposed Schedule of Events***

This schedule of events set out herein represents the Area Agency’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the closure of the RFP, the Area Agency reserves the right to adjust the remainder of the proposed dates, including the dates of evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

***TIMELINE SCHEDULE***

Release of RFP…………………………………………………… December 19, 2025 @ 4:00pm

Deadline for written questions sent via e-mail to ……………… December 31, 2025 @ 5:00p.m.

AAA Director ([Mkelley@negrc.org](mailto:Mkelley@negrc.org))

Subject Line must read: **RFP QUESTION**

Bidder Conference *(Optional)*……………………………………..January 5, 2026 @ 10:00a.m.

Uniform Cost Methodology *(Optional)*…………………………... January 5, 2026 @ 11:00a.m.

Both Virtual

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Responses to written questions sent to all Responders…….…. January 9, 2026 @ 5:00pm

Proposal Due/Close Date & Time….….…...…………………. January 20, 2026 @ 3:00 p.m.

Proposal Evaluation Completed (on or about) ………………………..….January 30, 2026

Negotiations with Identified Responders (on or about)

discretionary process, if needed…………………………………...February 3, 2026

Final Evaluation and Negotiation of Contractual Terms (on or about) ---February 6, 2026

Notice of Award ………………………………………..…………….on or before February 27, 2026

1. ***Restrictions on Communications with Staff***

From the issue date of this RFP until a contractor is selected and the selection is announced, Responders are not allowed to communicate for any reason concerning this RFP with any AAA staff, except through the Issuing Officer named herein, or during the Responder’s Conference, or as provided by existing work agreement (s). The AAA reserves the right to reject the proposal of any Responder violating this provision. All questions concerning this RFP must be submitted in writing (fax or email may be used) to the Issuing Officer, at [mkelley@negrc.org](mailto:mkelley@negrc.org). No questions will be accepted except in written format. Only written responses will be binding upon the AAA.

1. ***Definition of Terms***

**Request for Proposal** **(RFP);**  Request for Proposal (referred to as RFP) is an invitation for providers, through a competitive process, to compete on a specific service.

**Notice of Award** – When Responders can expect to learn about the disposition of their proposal, whether successful or unsuccessful. Official written communication from the Northeast Georgia Regional Commission Area Agency on Aging will be made to the successful bidders.

**Uniform Cost Methodology (UCM)**- Spreadsheet that includes a detailed analysis of all costs associated with delivering services and/or goods which ensures that per unit costs are evaluated on a consistent basis.

**Aging and Disability Resource Connection (ADRC)**-term/acronym used to describe the Area Agency on Aging’s regional system to access services.

**Area Agency on Aging (AAA)** – Area Agencies on Aging are the agencies designated by the state to be the focal point for Older Americans Act programs within a planning and service area (PSA). The NEGA AAA region is comprised of Barrow, Clarke, Elbert, Greene, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe and Walton counties.

**Caregiver**- a family member or other person who normally provides the daily care or supervision for individuals who are frail, disabled, and/or elderly. The caregiver may or may not reside in the same place as the care receiver.

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

For more definitions and terms, see Department of Human Services (DHS) Policy and Manual Management System (PAMMS) Division of Aging Services (DAS) Manual 5600 located online at <https://pamms.dhs.ga.gov/das/administration-5600-manual/appendix-e-glossary/> § Appendix E Glossary of Terms, Abbreviations and Acronyms.

1. ***Contract Terms***

The contract term will coincide with the State of Georgia fiscal year (SFY) basis (July 1-June 30). The contract will have options to renew annually through the end of the current Area Plan cycle (**July 1, 2025 – June 30, 2028**); additional contract periods will have a contract end date of June 30 each year. The annual renewal of the Responder’s contract shall be based on the availability of funds from the Georgia Department of Human Resources (DHS) Division of Aging Services and NEGA AAA and the Responder’s successful contract performance the preceding year. Contract award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Awards Amendments.

1. **MANDATORY REQUIREMENTS**

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

* + 1. ***Responder’s Qualification Requirements*** – Responder must have a minimum of two years of experience providing the proposed service or four years of experience providing services (of any kind) for older adults, caregivers, or another at-risk population.
    2. ***Business Requirements*** – The Responder must meet all requirements set forth in the Department of Human Services (DHS) Policy and Manual Management System (PAMMS) Manuals located online at <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/316/> ***.*** See Home and Community Based Services (HCBS), MAN 5300, Section 316 Caregiver Services, and all pertinent directives provided therein.
    3. ***Mandatory Submission Requirements*** -Responder must have completed all budget documents and narrative; must have responded to all sections of the proposal; must have signed all required forms.
    4. ***Budget Requirements –*** Responder must submit a narrative to discuss costs and/or revenue and persons/units served. Must have completed UCM Spreadsheet. Additionally, information concerning Uniform Cost Methodology will be provided during the virtual Uniform Cost Methodology training that will be held on January 5, 2026 at 11:00 a.m.

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1. **TECHNICAL PROPOSAL**

Responders must demonstrate the ability to satisfy all Qualifications and Technical Requirements to perform the required services. The Technical Proposal must be structured in the following order and labeled with the corresponding titles stated below using the same outline numbers.

1. ***Company Structure***-The Responder will include the following information:
2. Responder must submit an organizational chart displaying its overall business structure.
3. The Responder shall include in the proposal the legal form of their business organization, the state of incorporation (if a corporation), the business office location, hours of operation, and the contract name during the term of any resulting contract.
4. Responder shall submit a list of Board of Directors and/or Advisory Board members, including their occupations and addresses.
5. ***Experience***-The Responder must have at least (4) four years of experience providing services (of any kind) for older adults, caregivers, or another at-risk population. The NEGA AAA reserves the right to verify all information submitted regarding Responder’s experience, education, and other qualifications.
6. The Responder will provide a list of all organizations for whom similar services, as detailed in the RFP, have been provided during the last four years.

This list will include:

* 1. Name and Title of contact person
  2. Phone number and e-mail address of contact person
  3. Description of the work performed.
  4. Time period of the project or contract
  5. Staff months required
  6. Contract amount
  7. Customer reference (including contact person, e-mail address and current telephone number)

1. The Responder will also disclose any services terminated by the organizations and the reasons for termination and dates of service.
2. Responder will provide details of its experience, minimum of four (4) years, as required above. Information submitted should demonstrate that the Responder has sufficient experience to successfully meet the requirements of this program or service.
3. Responder will submit detailed documents of its experience as required above, to include two (2) letters of recommendation from the state or local agency where the experience was obtained which shall meet the following requirements:
4. Must be submitted on letterhead of the party submitting the recommendation and must contain current telephone numbers, mailing address, and e-mail addresses for points of contact.
5. Contact individuals must be current employees of the organization and authorized to make recommendations on behalf of the organization.
6. Contact individuals should be able to attest to the Responder’s qualifications relevant to experience in providing services similar to those contained in this RFP.
7. Letters of Recommendations shall be dated no more than six months (6) prior to the proposal submission date.
8. ***Financial Stability and Cash Flow*** - The Responder will provide financial information that would allow proposal evaluators to ascertain the financial stability of the agency.
9. A copy of the Responder’s most recent audit report.
10. If a private company, the Responder will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution’s letterhead, stating the Responder’s financial stability.
11. Responder’s financial plan to maintain adequate cash flow without interruption to services pending reimbursement from this contract.
12. A description of any case flow problems in the recent past that could not be resolved within 90 days.
13. ***Business Litigation*** - The Responder will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition. Failure to fully disclose or accurately state litigation may result in the proposal not being further reviewed.
14. ***Scope of Services*** - The Responder will provide the information requested in the Appendix A for RCI Dealing with Dementia and Appendix B for Powerful Tools for Caregiving.
15. **Monthly Programmatic and Budgetary Progress Reporting**-The Responder will describe process for submitting monthly programmatic and budgetary reports to the NEGA AAA to ensure services are provided timely and according to program requirements. In the event the provider is outside the variance of spending, the provider will provide clear action steps to ensure funding is not lapsed.
16. **BUDGET PROPOSAL**
17. The Responder must provide a **Budget Narrative** to explain projected costs and local revenue leveraged on behalf of the program.The Responder will also include a detailed explanation of how local match requirements will be met (if applicable), e.g. cash, volunteer time, in-kind rent in the budget narrative.
18. Responder completes the **Revenue Plan and Unit/Persons Served** Spreadsheet – and detail the revenue available to support each program or service. If this is a unit cost reimbursed service, then it must match the unit costs as detailed on the Uniform Cost Methodology Spreadsheet. If this is a line-item reimbursed service, then the total allowable costs should be the same as detailed on the Uniform Cost Methodology Spreadsheet.
19. Responder completes the **Uniform Cost Methodology (UCM) Spreadsheet** as required.
20. The Responder must complete all of the modules of the DAS 140-Uniform Cost Methodology Training Course available on IOTIS website located at <https://iotis.org/login/index.php>. A login is not required to access the training module.

Responder will include the Record of Completions Forms for all the modules completed in the Budget Proposal.

1. **PROPOSAL SUBMISSION** 
   1. ***Packaging of Proposals*** *-* The Responder’s proposal in response to this RFP must be divided into two appropriately labeled and sealed packages. Return address must include Contact Name, Name of Company, address, RFP #, and phone number. Do not include cost information in the Program/Technical proposal – must have separate copies and/or CDs for 3.0 Program/Technical Proposal and 4.0 Budget Proposal. The Responder Information Sheet (Appendix C) with accompanying checklist verifying the contents of the package must be included with each proposal package.
   2. ***Number of Proposal Copies***– Submit the following:

* Technical Proposal – one (1) original marked original; two (2) copies marked copy.
* Budget Proposal - one (1) original marked original; two (2) copies marked copy
* One (1) USB drive with the Technical Proposal in MS Word format and the Budget Proposal in MS Excel Format.
  1. ***Submission of Proposals***
     1. ***Issuing Office*** - The NEGA AAA located at 305 Research Drive Athens, GA 30605 issues this Request for Proposal (RFP). The NEGA AAA is the sole point of contact for this RFP and subsequent revisions.
     2. ***Rejection of Proposal***: The NEGA AAA reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the AAA to do so. The Director of the Area Agency shall have authority to award orders, contracts or agreements to the Offeror’s that offer the best proposal to the AAA, cost and other factors considered.
     3. ***Questions and Inquiries***: It is the policy of the NEGA AAA to accept questions in writing or by e-mail from any and all Responder’s interested in implementing the services identified in the RFP. Questions should be submitted to Michele Kelley in writing at [mkelley@negrc.org](mailto:mkelley@negrc.org). The AAA will transmit all questions and the Area Agency’s responses according to the Schedule of dates.
     4. ***Response Date***: In order to be considered for selection, proposals must arrive at the issuing office on or before the date and time specified. Responders choosing to mail proposals should allow for normal mail delivery to ensure timely receipt of their proposal by the Area Agency. **Proposal received after 3:00pm on January 20, 2025 will not be accepted. Proposals must be complete in all respects, as required in each section of this RFP.**
     5. ***Revisions to Request for Proposals***: The NEGA AAA reserves the right to revise the Request for Proposal at any time prior to award. In the event it becomes necessary to revise any part of this RFP, information regarding revisions will be provided to all Responders.
     6. ***Submitted Proposals***: In order to be considered for selection, Responders must submit a complete response to this RFP including, at a minimum, all the mandatory requirements, program/technical proposal, budget proposal, and letter of transmittal concerning assurances. One original and *two* copies of each proposal must be submitted to the issuing office if mailed or hand delivered. The submitting agency shall make no other distribution of the proposals.
     7. ***Acceptance of Proposal Content*** – The contents of the proposal of the successful bidder will become a part of any contract awarded as a result of these specifications.

1. **ASSURANCES**

***Letter of Transmittal***

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

1. If a corporation, a statement indicating that the offeror is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia as stated in §3.0. All proposed subcontractors must be identified, and a statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price.
2. A Statement that the offeror does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).
3. A statement that the proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.
4. A statement that the person signing the proposal is the person in the offeror organization responsible for, or authorized to, decisions as to the prices quoted.
5. Certifications that prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other offeror or competitor.
6. If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain all such deviations that appear in the body of the proposal. The NEGA AAA reserves the right to reject any proposal containing deviations or require modifications before acceptance.
7. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor, and stating:
   1. The general scope of work to be performed by the subcontractor.
   2. The subcontractor’s willingness to perform the work indicated; and
   3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
8. A statement indicates that the organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data Interchange standards and regulations and any and all signed business associates or other agreements for the NEGA AAA and the Department of Human Services. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division or AAA policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.
9. A statement indicating that Contractual and Administrative Assurances required by the RFP are given.
10. Statement indicating the organization’s solvency to meet performance requirements with the most recent certified financial audit attached.
11. The name, address, and telephone number of the individual(s) who can be contacted from 8:00 a.m. to 5:00 p.m. during business days for questions regarding the proposal.
12. A statement that the responder accepts the NEGA AAA's sole right to cancel the RFP at any time or amend the RFP before the due date for proposals.
13. A statement that responders accept the NEGA AAA’s sole right to alter the timetables for procurements as set forth in the RFP.
14. A statement that all responses become the property of the NEGA AAA and will not be returned to the offeror. The NEGA AAA will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.
15. A statement that the responder accepts the terms, conditions, criteria, and requirements set forth in the RFP.
16. The name and address of the responder to be used for all notices sent by the NEGA AAA.
17. A statement that no contact, direct or otherwise, has occurred with any employee of the NEGA AAA or DHR Division of Aging Services staff with direct involvement with the RFP process or program information, except as permitted by the RFP. Further, a statement that any subcontractor listed by the offeror complied with the restriction on communications as well.
18. A statement that no relationship exists nor will exist during the contract period should the offeror enter into a contract with the NEGA AAA that interferes with fair competition or is a conflict of interest.
19. A statement that no relationship exists between the offeror and another person or organization that constitutes a conflict of interest with respect to an existing contract with the AAA.
20. A statement that no claim will be made for payment to cover costs incurred in preparation of the submission of the proposal or any other associated costs.
21. Prior to the award, the apparently successful Offeror will be required to enter into discussions with the NEGA AAA to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror’s proposal and discussions initiated with the second highest scoring offeror.
22. An award will be made to the offeror whose response is determined to be the lowest responsible bid and most advantageous to the NEGA AAA, considering price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The NEGA AAA reserves the right to reject any and all responses submitted.
23. **TERMS AND CONDITIONS**

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

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

Exception to Contract

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

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

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

1. ***RFP Amendments*** – The NEGA AAA reserves the right to amend the RFP prior to the proposal due date and provide notification of any amendments through written correspondence.
2. ***Proposal Withdrawal*** – A submitted proposal may be withdrawn prior to the due date by written request to the Issuing Officer. A request to withdraw a proposal must be signed by an authorized individual.
3. ***Cost of Preparing a Proposal*** – The cost for developing the proposal is the sole responsibility of the Responder. The NEGA AAA will not provide reimbursement for such costs.
4. ***Contract*** – Prior to award, the apparent winning Responder will be required to enter into discussions with the AAA to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Responder’s proposal. The NEGA AAA reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Responder other modifications, provided that no such modifications affect the evaluation criteria set forth herein or give the successful Responder a competitive advantage.
5. ***Conflict of Interest*** – If a Responder has any existing client relationship that involves the NEGA AAA, the Responder must disclose each relationship.
6. ***Minority Business Policy*** – It is the policy of the NEGA AAA that minority business enterprises shall have a fair and equal opportunity to participate in the NEGA AAA procurement process.
7. ***Reciprocal Preference Law (OCGA 50-5-60(b)*** – For the purposes of evaluation only, Responder resident in the State of Georgia will be granted the same preference over Responder resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to Responder resident therein over Responders resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Responder is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address will not satisfy this requirement.
   1. **EVALUATION PROCESS**

The Program/Technical Proposal and the Budget Proposal will be evaluated and scored based on the evaluation criteria identified below.

1. ***Administrative Review*** -The proposals will be reviewed for the following administrative requirements: 1. Sealed Mandatory Requirements/Technical Proposal submissions. 2. All required documentation has been submitted. 3. All documents requiring signature have been signed and are included.
2. ***Technical Proposal Evaluation*** - Mandatory Review and Scope of Services will be reviewed by the Evaluation Team for quality. The technical Proposal will be evaluated and scored based on a ratio of the total points available for both technical and budget sections. This formula is 70% for technical and 30% for budget.
3. ***Budget Proposal Evaluation*** - Responder will use only the Budget Proposal forms provided with this RFP. Budget proposals will be evaluated and scored based on a ratio of total points available for both technical and budget sections. This formula is 70% for technical and 30% for budget.
4. ***Identification of Apparent Successful Responder*** - The Responder with the highest combined Program Proposal score and Budget Proposal score will be identified as the apparent successful Responder.
5. ***Rejection of Proposals/Cancellation of RFP*** - The NEGA AAA reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the NEGA AAA . It is also within the right of the NEGA AAA to reject proposals that do not contain all elements and information requested in this document. The NEGA AAA reserves the right to cancel this RFP at any time. The NEGA AAA will not be liable for any cost/losses incurred by the Responder’s throughout this process.
   1. **APPENDICES**

Appendix A: **Scope of Services for Home and Community Based Services** – RCI Dealing with Dementia and Powerful Tools for Caregiving

Appendix B: **Standard Assurances** – Provided is the forms that must be signed.

Appendix C: **Certification Regarding Lobbying** – Provided is the form that must be signed.

Appendix D: **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** – Provided is the form that must be signed.

Appendix E: **Notice Concerning Critical Incident Reporting**

Appendix F: **Health Insurance Portability and Accountability Act (HIPAA) Business**

**Associate Agreement**- Provided is the form that must be signed.

Appendix G: **Georgia Security and Immigration Compliance Act Affidavit**-Provided is the form

that must be signed.

Appendix H: **Responders Information Sheet and Checklist** -Provided is the form that must be signed.

Appendix I: **Revenue Plan and Units/Persons Chart** (attachment)

Appendix J: **Uniform Cost Methodology Manual** **and Spreadsheet** (attachment)

Appendix K: **Letter of Transmittal**

**SCOPE OF SERVICES**

* + - 1. **Purpose of Procurement**

The Northeast Georgia Regional Commission Area Agency on Aging (NEGA AAA) is requesting proposals from qualified responders capable of providing evidence-based programs (EBPs) and evidenced-informed programs (EIPs) targeted primarily towards family and other informed caregivers of older adults and persons with disabilities as outlined in the Department of Human Services (DHS) Policy and Manual Management System (PAMMS) Manuals located online at <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/316/> ***.*** See Home and Community Based Services (HCBS), MAN 5300, Section 316 Caregiver Services.

Caregiver Services shall be provided to the following:

* Adult family members or other informed caregivers aged 18 and older providing care to individuals 60 years of age and older
* Adult family members or other informal caregivers aged 18 and older providing care to individuals of any age with Alzheimer’s disease and related disorders
* Older relatives (not parents) aged 55 and older providing care to children under the age of 18; and
* Older relatives, including parents, aged 55 and older providing care to adults ages 18-59 with disabilities.

Priority must be given to older individuals with the greatest social need and greatest economic need (with particular attention to low-income older individuals).

The purpose of Caregiver Services solicited through this request for proposal is to achieve the following desired outcomes of consumers:

* Reduced levels of caregiver burden
* Improved caregiver mental and physical health
* Increased caregiver ability to provide sustained care and support to a care receiver, reducing out-of-home placement
* Improved confidence in their caregiving abilities, i.e., caregiver self-efficacy
* Opportunity for caregiver respite: a break from caregiving responsibilities to rest or attend to their own needs; and
* Increased knowledge of and access to community programs, resources and supports.
  + - 1. **Program Legislation, Regulation, Program Standards and/or Guidelines:**
  1. Administration for Community Living (ACL)/Administration on Aging (AOA) Older Americans Act (<https://acl.gov/programs/support-caregivers/national-family-caregiver-support-program>)
  2. DHS/DAS HCBS Manual 5300, Section 316.15, Evidence-Based and Evidence-Informed Programs. (<https://pamms.dhs.ga.gov/das/hcbs-5300-manual/316/>)
  3. DAS Taxonomy of Services in the HCBS-Caregiver Services Section (<https://pamms.dhs.ga.gov/das/administration-5600-manual/>).
  4. Other rules, regulations, standards, and transmittals promulgated by the State of Georgia and the Area Agency on Aging program directives.
     + 1. **Program Description** - Responder to describe fully the method of provision for Caregiver

Services:

* Detail how the specific service or services will be provided in person and virtually.
* Describe how priority for services to clients will be determined.
* Indicate if all twelve counties in NEGA AAA region will be covered.
* Indicate the target population that will receive services.
* Indicate plans to ensure that clients who need additional services are appropriately referred to the NEGA AAA or other resources
* Describe alternate plans to be utilized in the event of expected and unexpected staff absences.
* Describe how the responder will resolve client issues effectively and timely.
* Describe any special materials or techniques responder has developed to serve special populations
* Describe methods to be used to provide services to clients with Limited English Proficiency/Sensory Impairment (LEP/SI).
  + - 1. **Capacity** - Outline Responder’s background and capacity to provide this service effectively.

Address sustainability and the qualifications of Responder’s organization and staff to provide services as proposed.

* Describe how the Responder will interface with the NEGA AAA and/or Division of Aging Services to resolve issues effectively related to service delivery and clients.
* Discuss the qualifications and capability to provide effective services that will meet all program standards.
* Discuss relevant experience and list any credentials key staff members hold in regard to leading caregiver services classes.
* Identify the number of full time equivalents (FTEs) by job titles that will be devoted to these services.
* Discuss organization’s policy regarding criminal background checks and drug screening new and current employees.
* State when (days and hours of operation) and where services will be provided, and if alternate delivery sites are used, identify each site and days and hours of operation.
* Provide any other pertinent information regarding administrative and service delivery site(s).
  + - 1. **Information and Referral**
* Describe how Responder will interface with the NEGA AAA Aging and Disability Connection Staff to help clients access Information and Assistance Services.
* Describe how Responder will handle clients that contact the agency directly.
* Describe how Responder will follow up on referrals made to other agencies.
* Describe how Responder will know that the client received the information requested.
  + - 1. **Client Confidentiality and Contributions**
  + Describe the Responder’s policy or procedures concerning client confidentiality.
  + Describe any processes for soliciting and handling client contributions toward the cost of the services and/or fees.
  + Describe how responder will account for any cash contributions.
  + Describe the billing procedures for fees. Attach copies of any materials used to solicit fees. Georgia Division of Aging Services is encouraging the development of fee-for-service opportunities, with the overall goal of sustainability.
    - 1. **Special Initiatives or Collaborations**:
* Describe any special initiatives, innovations that will enhance Responder’s program in the community
* Describe any new or on-going plans to obtain additional financial support or resources for this program.
* Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided by the Responder.
  + - 1. **Outreach or Marketing Plan**
* Describe the program awareness activities or marketing plan for Responder’s agency.
* Describe the methods Responder will use to provide outreach to persons in the community as well as minorities, homebound or otherwise isolated individuals.
* Describe any special materials or techniques Responder has developed to reach special populations.
* Describe any specific populations Responder will target, if any.
* Describe methods to be used to provide services to Limited English Proficiency/ Sensory Impaired (LEP/SI) clients.
  + - 1. **Professional and/or Volunteer Development**
* Describe how Responder will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
* Describe Responder’s plan for conducting on-going staff training including topics and number of training sessions to be held.
* Describe method Responder will use to determine the training needs of staff and/or volunteers.
* Describe the agency’s staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year.
* Describe any plans to utilize volunteers in the Caregiver Services sessions. Discuss any current or planned volunteer recruitment and management efforts.
  + - 1. **Technology and Ability to Meet Reporting Requirements**
* Describe Responder’s capacity for and use of technology, both in agency administration and delivery services.
* Describe Responder’s strategic plan for maintaining adequate stock including hardware, software, and voice/data services.
* Indicate capacity to interface with the Georgia Division of Aging Services Data Management System for reporting.
* Describe the person(s) responsible for data validation, data entry and reporting.
  + - 1. **Quality Assurance Program or Plan**
* Describe how Responder will ensure the quality of the program or services to clients.
* Describe how Responder will measure the effectiveness of the program.
* Describe how Responder will determine if the program had an impact on the clients using pre- and post-tests.
* Describe how Responder will determine and track client’s satisfaction with services.

**Appendix A - RCI Dealing with Dementia**

The Northeast Georgia Regional Commission Area Agency on Aging (NEGA AAA) is requesting proposals from qualified responders capable of providing evidence-based and/or evidenced-informed Caregiver Services as outlined in the DHS.

**General Eligibility Requirements**

Caregiver Services shall be provided for adult family members and other informal caregivers of adults aged 18 and older, individuals of any age with Alzheimer’s disease and related disorders, and adults ages 18-59 with disabilities.

**Funding and Payment**

A total of $43,336.00 is available for the provision of Caregiver Services. The funding may be split between different caregiver services. A ten percent match is required. Funding breakdown: $32502.00 Federal; $6500.40 State and $4333.60 Match.

Payment for services will be made on a unit cost reimbursement basis. Providers will invoice monthly, utilizing the monthly report forms provided by the AAA. Additional documentation to support the invoice may be required. The selected provider will be paid when funds are received by the Northeast Georgia Regional Commission from the Department of Human Services.

**Program Description**

The Caregiver Services solicited through this RFP shall be provided for family, professional, and paraprofessional caregivers, as well as individuals hired by families through self-directed care programs who provide periodic or ongoing care to frail older persons who live independently, but who are functionally and/or cognitively impaired.

NEGA AAA is interested in the RCI Dealing with Dementia Program and Powerful Tools for Caregiving. Other evidence-based programs may be proposed, but they must be included on the DAS Taxonomy.

While potential activities and services appropriate for Caregiver Services are myriad, the AAA/DAS mandates that the services offered are evidence-based or evidence-informed as listed in the DHS/DAS HCBS Manual 5300, Section 316.15, Evidence-Based and Evidence-Informed Programs. (Manual available at: <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/316/>) and in the DAS Taxonomy of Services in the HCBS-Caregiver Services Section (available at: <https://pamms.dhs.ga.gov/das/administration-5600-manual/>).

RCI Dealing With Dementia (DWD) is a four-hour workshop, paired with the comprehensive Dealing with Dementia Guide, a detailed workbook designed to help caregivers. The goal is to increase dementia knowledge and improve the caregiver’s confidence in their ability to provide care.

The parameters of the RCI Dealing with Dementia (DWD) Program are as follows:

* Certification: The Responder must have staff who have attended, participated and successfully participated in a Demonstration of Skills Session held by The Carter Center (or the Rosalynn Carter Institute) to become a DWD Trainer.
* Fidelity: The DWD Trainer must commit to delivering the DWD Workshops with fidelity to content and delivery parameters determined by RCI. The DWD Trainer must exclusively utilize RCI’s Dealing with Dementia program materials, including forms and handouts during the Dealing with Dementia Workshops.
* Delivery: The DWD Trainer must deliver the four-hour workshops according to protocol, give each family caregiver attendee a DWD Guide, and the follow specific delivery formats to ensure expected positive outcomes:
  + Adaptations to the delivery format must follow guidelines set forth in DWD Training
  + Manual inclusive of dividing workshop into multiple sessions, using the DWD Guide in support group setting with Individual Receipt Verification Form; and using DWD Guide for individual session with Individual Receipt Verification Form.
  + One completer is required for reimbursement for the workshop.

The DWD Trainer must commit to conduct two DWD Workshops each year.

* Reporting: The DWD Trainer must submit all required documentation (pre & post questionnaires, workshop evaluations, sign-in sheets) to RCI within two weeks of completing the workshops. The Responders staff will also enter the dates conducted, times of workshops, number of participants and uploaded the sign-in sheets into a note in Wellsky.
* Program Evaluation and Recertification: The Responder shall adhere to periodic performance evaluations by the AAA, DAS and RCI. The DWD Trainer shall complete and submit the

Recertification Request Form and pay the required renewal fees every two years to RCI or The Carter Center.

**Data Collection and Reporting Activities**

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

**Appendix B – Powerful Tools for Caregiving**

The Northeast Georgia Regional Commission Area Agency on Aging (NEGA AAA) is requesting proposals from qualified responders capable of providing evidence-based and/or evidenced-informed Caregiver Services as outlined in the DHS.

**General Eligibility Requirements**

Caregiver Services shall be provided for adult family members and other informal caregivers of adults aged 18 and older, individuals of any age with Alzheimer’s disease and related disorders, and adults ages 18-59 with disabilities.

**Funding and Payment**

A total of $43,336.00 is available for the provision of Caregiver Services. The funding may be split between different caregiver services. A ten percent match is required. Funding breakdown: $32502.00 Federal; $6500.40 State and $4333.60 Match.

Payment for services will be made on a unit cost reimbursement basis. Providers will invoice monthly, utilizing the monthly report forms provided by the AAA. Additional documentation to support the invoice may be required. The selected provider will be paid when funds are received by the Northeast Georgia Regional Commission from the Department of Human Services.

**Program Description**

The Caregiver Services solicited through this RFP shall be provided for family, professional, and paraprofessional caregivers, as well as individuals hired by families through self-directed care programs who provide periodic or ongoing care to frail older persons who live independently, but who are functionally and/or cognitively impaired.

Northeast Georgia Regional Commission-Area Agency on Aging is interested in the RCI Dealing with Dementia Program and Powerful Tools for Caregiving. Other evidence-based programs may be proposed, but they must be included on the DAS Taxonomy.

While potential activities and services appropriate for Caregiver Services are myriad, the AAA/DAS mandates that the services offered are evidence-based or evidence-informed as listed in the DHS/DAS HCBS Manual 5300, Section 316.15, Evidence-Based and Evidence-Informed Programs. (Manual available at: <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/316/>) and in the DAS Taxonomy of Services in the HCBS-Caregiver Services Section (available at: <https://pamms.dhs.ga.gov/das/administration-5600-manual/>).

Powerful Tools for Caregiving is an evidence-based six week education program designed to provide family caregivers with tools necessary to increase their self-care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources.

One workshop equals six weeks with one session/class per week.

Completers are participants who attend 4 of 6 sessions/classes.

One completer is required for reimbursement for the workshop.

Class leaders must be certified and adhere to the requirements set by PTC headquarters at Iowa State University. Certified PTC Class Leaders must conduct the program as designed (e.g. follow the script, offer a consecutive 6-week class, co-lead the class with the same pair of certified PTC Class Leaders, use visual aids and handouts as prescribed, and provide *The Caregiver Helpbook* to each caregiver class participant.

New PTC Class Leaders must conduct two, 6-week class series within the first year of becoming certified as a PTC Class Leader. PTC Class Leaders who have not co-led a 6-week PTC class series for two-five years will lose their certification and must contact Iowa State University to become recertified.

**Data Collection and Reporting Activities**

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

**Appendix B**

**STANDARD ASSURANCES**

The Responder shall agree to the following assurances of which the terms and conditions of the procurement are included.

A. If a corporation, the Responder is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia as stated in §3.0. All proposed subcontractors must be identified, and a statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price in the comments section at the end of this document.

B. Responder does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).

C. The proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.

D. The person signing the proposal is the person in the Responder organization responsible for, or authorized to make, decision as to the prices quoted.

E. The prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other Responder or competitor.

F. If the proposal deviates from the detailed requirements of this RFP, Responder must identify and explain all such deviations that appear in the body of the proposal in the comments section at the end of this document. The Northeast Georgia Regional Commission Area Agency on Aging reserves the right to reject any proposal containing deviations or require modifications before acceptance.

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

1. The general scope of work to be performed by the subcontractor;

2. The subcontractor’s willingness to perform the work indicated; and

3. That the subcontractor does not discriminate in its employment practices with regard to

race, religion, age (except as provided by law), sex, marital status, political affiliation,

national origin, or disability.

H. The organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data Interchange standards and regulations and any and all signed business associate or other agreements for the Northeast Georgia Regional Commission Area Agency on Aging and the Department of Human Services. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division of Aging Services or AAA policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.

I. Assures that Contractual and Administrative Assurances required by the RFP are given.

J. The organization’s solvency to meet performance requirements with the most recent certified financial audit attached.

K. The name, address, and telephone number of the individual(s) who can be contacted from 8:30 a.m. to 5:00 p.m. during business days for questions regarding the proposal are included in the cover letter of this proposal.

L. The Responder accepts the Northeast Georgia Regional Commission Area Agency on Aging’s sole right to cancel the RFP at any time or amend the RFP before the due date for proposals.

M. The Responder accepts the Northeast Georgia Regional Commission Area Agency on Aging’s sole right to alter the timetables for procurements as set forth in the RFP.

N. All responses become the property of the Northeast Georgia Regional Commission Area Agency on Aging and will not be returned to the Responder. The Northeast Georgia Regional Commission Area Agency on Aging will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.

O. The Responder accepts the terms, conditions, criteria, and requirements set forth in the RFP.

P. No contact, direct or otherwise, has occurred with any employee of the Northeast Georgia Regional Commission Area Agency on Aging or DHS Division of Aging Services staff with direct involvement with the RFP process or program information, except as permitted by the RFP. Further, any subcontractor listed by the Responder complied with the restriction on communications as well.

Q. No relationship exists nor will exist during the contract period, should Responder enter into a contract with the Northeast Georgia Regional Commission Area Agency on Aging that interferes with fair competition or is a conflict of interest.

R. No relationship exists between the Responder and another person or organization that constitutes a conflict of interest with respect to an existing contract with the AAA.

S. No claim will be made for payment to cover costs incurred in preparation of the submission of the proposal or any other associated costs.

T. Prior to award, the apparent successful Responder will be required to enter into discussions with the Northeast Georgia Regional Commission Area Agency on Aging to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Responder’s proposal and discussions initiated with the second highest scoring Responder.

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

My signature below indicates this agency is in compliance with all aforementioned standard assurances. These standard assurances must be signed by an individual authorized to legally bind the offer.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature & Title Date

**APPENDIX C**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 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)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**APPENDIX D**

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 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

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INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

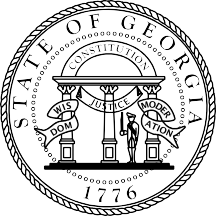
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from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

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

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

1. 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.
2. 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.

**APPENDIX E**



Brian P. Kemp Candice L. Broce

Governor Commissioner

Georgia Department of Human Services

Aging Services | Child Support Services | Family & Children Services

**NOTICE CONCERNING CRITICAL INCIDENT REPORTING**

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

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

Telephone: 404-463-0590 (local Atlanta area) Email: [**oca\_criticalincidentreporting@dhs.ga.gov**](mailto:oca_criticalincidentreporting@dhs.ga.gov)

Address: 47 Trinity Avenue S.W., 2nd Floor

Atlanta, Georgia 30334

Telephone: 404-463-5495 (local Atlanta area) Fax: 404-463-5496

**APPENDIX F**

**NORTHEAST GEORGIA REGIONAL COMMISSION**

**AREA AGENCY ON AGING**

**BUSINESS ASSOCIATE AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

**1. Service Agreements.**

* 1. Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
  2. Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

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

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

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

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

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

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

**3. Contractor Covenants.** Contractor agrees to:

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

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

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

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

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

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

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

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

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

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

**4. Covered Entity Covenants**.

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

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

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

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

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

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

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

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

**9. Disposition of PHI Upon Termination**. The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**10. Representations and Warranties**

10.1 Mutual Representations and Warranties of the Parties.

Each Party represents and warrants the other Party.

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

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

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

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

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

**12. Termination.**

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

12.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement, and any related agreements if the Covered Entity makes the determination and Contractors has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

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

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

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

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

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

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

**16. Notices**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

NEGRC/Area Agency on Aging Division

305 Research Drive

Athens, GA 30605-2795

Contractor:

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Covered Entity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

**APPENDIX G**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

**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 Heart of Georgia Altamaha Regional Commission Area Agency on Aging, on behalf of the Georgia Department of Human Services (DHS) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A.§13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Work Authorization User Identification Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Authorization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Subcontractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Public Employer

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

Executed on \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, 201\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX H**

**Page 1 of 2**

**Northeast Georgia Regional Commission**

**Area Agency on Aging**

**SFY2027-2028 RESPONDER INFORMATION SHEET**

**Check one: \_\_\_\_\_\_\_\_\_ Program Proposal \_\_\_\_\_\_\_\_\_ Budget Proposal**

**Response to which RFP? (Check one): Caregiver Services**

\_\_\_\_\_\_\_\_\_ RCI Dealing with Dementia \_\_\_\_\_\_\_\_\_ Powerful Tools for Caregiving

**Name of Organization:**

**Physical Address:**

**Mailing Address (if different):**

**Primary Contact Person (name & title):**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**Federal Tax Number:**

**Type of Organization: Public Private Non-Profit**

**Private Proprietary Minority**

**Name and Title of Person Legally Authorized to Act for Agency:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Person Legally Authorized to Act for Agency Date**

**Page 2 of 2**

**Mail Proposal Package to: Michele Kelley, Director**

**Area Agency on Aging**

**Northeast Georgia Regional Commission**

**305 Research Drive**

**Athens, GA 30605**

**Appendix J**

**Page 2 of 2**

**Check-list of Proposal Contents and Mandatory Requirements**

**Checklist of Proposal Contents and Mandatory Requirements**

Before submitting Program Proposal and Budget Proposal, each of

the following items must be checked as having been met:

Check

|  |  |
| --- | --- |
| **Mandatory Requirements Satisfied** |  |
| * Responder meets all of the stated Qualification Requirements |  |
| * Responder meets all stated Business Requirements |  |
| * Responder submitted all stated Submission Requirements |  |
| * Responder meets budget requirements |  |
| * Responder meets hardware/software equipment requirements |  |
| **Program Proposal** |  |
| * Each section of Program Proposal addressed and numbered according to items in RFP. |  |
| **Budget Proposal** |  |
| * Budget Narrative Submitted |  |
| * Revenue Plan and Units & Persons Charts completed. |  |
| * Uniform Cost Methodology Spreadsheet Completed |  |
| **Letter of Transmittal & Cover Information Sheet** |  |
| * Letter of Transmittal provided and signed |  |
| * Cover Information Sheet completed and signed |  |
| **Contractual and Administrative Assurances** |  |
| * All required forms are signed and included in Appendix |  |
| **Proposal Submission** |  |
| * Proposals Packaged and Delivered according to Requirements |  |
| * Correct # (1 original & 5 copies) of Proposals Submitted |  |
| * Proposals submitted to arrive at NEGRC no later than 3:00 pm 3/4/25 |  |

Name of person completing checklist:

Phone:

Email:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of person completing checklist Date

**APPENDIX I**

**Revenue Plan/Units/Persons Served**

If you are not able to get the link to pull up, please e-mail [mkelley@negrc.org](mailto:mkelley@negrc.org) and request a document be emailed to you.

**APPENDIX J**

**Uniform Cost Methodology Manual and Spreadsheet**

If you are not able to get the link to pull up, please e-mail [mkelley@negrc.org](mailto:mkelley@negrc.org) and request a document be emailed to you.

**LETTER OF TRANSMITTAL APPENDIX K**

(Include on Company Letterhead)

All Responders are required to submit a mandatory transmittal letter, with shall be in the form of a standard business letter on the Responder’s letterhead and shall be signed by an individual authorized to legally bind the Responder. The Letter of Transmittal shall include:

1. If a corporation, a statement indicating that the Responder is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia as state in §3.0. All proposed subcontractors must be identified, and a statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price.
2. A Statement that the Responder does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).
3. A statement that the proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.
4. A statement that the person signing the proposal is the person in the Responder organization responsible for, or authorized to make, decision as to the prices quoted.
5. Certifications that prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other Responder or competitor.
6. If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain all such deviations that appear in the body of the proposal. The Area Agency on Aging reserves the right to reject any proposal containing deviations or requiring modifications before acceptance.
7. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor, and stating:
   1. The general scope of work to be performed by the subcontractor.
   2. The subcontractor’s willingness to perform the work indicated; and
   3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
8. A statement indicating that the organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data. Interchange standards and regulations and any and all signed business associate or other agreements for the Area Agency on Aging and the Department of Human Services. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division or AAA policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.
9. Statement indicating that Contractual and Administrative Assurances required by the RFP are given.
10. Statement indicating the organization’s solvency to meet performance requirements with the most recent certified financial audit attached.
11. The name, address, and telephone number of the individual(s) who can be contacted from 8:00 a.m. to 5:00 p.m. during business days for questions regarding the proposal.
12. A statement that the Responder accepts the Area Agency on Aging’s sole right to cancel the RFP at any time or amend the RFP before the due date for proposals.
13. A statement that Responder accepts the Area Agency on Aging’s sole right to alter the timetables for procurements as set forth in the RFP.
14. A statement that all responses become the property of the Area Agency on Aging and will not be returned to the Responder. The Area Agency on Aging will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.
15. A statement that the Responder accepts the terms, conditions, criteria and requirements set forth in the RFP.
16. The name and address of Responder to be used for all notices sent by the Area Agency on Aging.
17. A statement that no contact, direct or otherwise, has occurred with any employee of the Area Agency on Aging or DHS Division of Aging Services staff with direct involvement with the RFP process or program information, except as permitted by the RFP. Further, a statement that any subcontractor listed by the Responder complied with the restriction on communications as well.
18. A statement that no relationship exists nor will exist during the contract period, should Responder enter into a contract with the Area Agency on Aging that interferes with fair competition or is a conflict of interest.
19. A statement that no relationship exists between the Responder and another person or organization that constitutes a conflict of interest with respect to an existing contract with the AAA.
20. A statement that no claim will be made for payment to cover costs incurred in preparation of the submission of the proposal or any other associated costs.
21. Prior to award, the apparent successful Responder will be required to enter into discussions with the Area Agency on Aging to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Responder’s proposal and discussions initiated with the second highest scoring responder.
22. An award will be made to the Responder whose response is determined to be the lowest responsible bid and most advantageous to the Area Agency on Aging, considering price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The Area Agency on Aging reserves the right to reject any and all responses submitted.