



NEGRC/AREA AGENCY ON AGING

**305 Research Drive
Athens, Georgia 30605**

REQUEST FOR PROPOSAL (RFP)

FOR

**Nutrition Education
Health Promotion/Disease Prevention
Evidence-Based Wellness Services**

For all questions about this RFP contact:

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1. INTRODUCTION

a. Purpose of Procurement Process

The NEGRC/Area Agency is requesting proposals from qualified responders capable of providing Wellness Services that will:

- Provide Evidence-based Wellness Program services in both the homes of participants and in community settings, and encompassing both disease prevention and health promotion services, may include one or more of the following activities:
 - Health Risk Assessment
 - Health Screening/services
 - Health Counseling
 - Nutrition Screening
 - Nutrition Counseling
 - Nutrition Education
 - Health Promotion Programming
 - Physical Fitness Activities
 - Music, art, and dance movement activities/therapies
 - Hospital Transitions
 - Benefits education programs
 - Chronic disease and dementia education
- The program encompasses the activities authorized by the Older Americans Act of 1965, as amended in 2000 and 2006, through Title III, Part D, Disease Prevention and Health Promotion Services. Title IIID funds shall be used on Evidence-Based Programs, such as Chronic Disease Self-Management Education (CDSME), Chronic Disease Self-Management Program (CDSMP), Bingocize, Fall Prevention-Matter of Balance, Tai Chi for Arthritis and Falls Prevention, Gen-Fit Program, Vivo, Map Habit and Mind Over Matter: Healthy Bowels, Healthy Bladder (MOM).
- Wellness program services shall be provided for persons 60 years of age and over, or a spouse (regardless of age) of a person aged 60 or older; persons with disabilities (18 and older) who are residents of housing facilities occupied primarily by older adults at which congregate nutrition services are provided; caregivers to persons aged 60 and older or to person with disabilities.
- Services may be designed to assist healthy older adults, persons with disabilities, and caregivers in maintaining positive health states; to assist persons with chronic conditions to better manage their health; and to promote healthy lifestyles and behaviors among all persons at the community level.

The successful responder will provide services that meet the following objectives:

- To reduce disease and disability.
- To improve individuals' health literacy and understanding of diagnosed conditions.
- To reduce the prevalence of risk to health or to increase behaviors known to reduce such risks.
- To assist participants in developing behaviors and skills which are conducive to individual and community health.
- To increase comprehensiveness, accessibility and/or quality of health promotion and preventive services and interventions.
- To promote empowered users of the health care system.

More specific long-term outcomes for individuals and groups may include, but not limited to:

1. Increased physical strength and endurance
2. Maintaining or increasing independence
3. Ability to independently perform self-care (activities of daily living)
4. Ability to independently participate in community and leisure activities (instrumental activities of daily living)
5. Maintaining or improving nutrition and physical activity behaviors; and
6. Maintaining or improving overall quality of life/life satisfaction.

Services may be provided to address physical, mental, and emotional health conditions that may threaten the independence of older persons and their caregivers.

(refer to <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/214/> MAN 5300 Section 214-Wellness Program Guidelines and Requirements)

Through this Request for Proposal (RFP), the NEGA Regional Commission, in its capacity as the Area Agency on Aging, is soliciting responses from potential Responders interested in providing Wellness Services that will cover the following counties: Barrow, Clarke, Elbert, Greene, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe, and Walton from July 1, 2026 to June 30, 2028. The Northeast Georgia Regional Commission (NEGRC) has the right to reject any and all proposals. If there is more than one qualified provider, contracts will be awarded based on a review and evaluation process by NEGRC. The selected provider will become a part of the service delivery system detailed in NEGRC's FY 2027 – 2028 Area Plan on Aging.

b. AAA Vision, Mission and Values

Vision

The NEGRC-AAA's vision is to 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 Northeast Georgia AAA strives, in accordance with the Division of Aging Services, to obtain our value objectives through exemplary teamwork, quality, innovation and accountability.

Mission

The NEGRC-AAA's mission is 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

The NEGRC-AAA is prudently working to remove access barriers to information by working to provide information to any and 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 NEGRC-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.

c. 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 NEGRC-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 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.

d. 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 close 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..... August 7, 2026 @ 4:00p.m.

Deadline to submit written questions August 14, 2026 @ 5:00p.m.

AAA Director (Mkelley@negrc.org)

Subject Line must read: **RFP QUESTION**

Responder's Conference (Optional -Virtual only).....August 17,2026 @ 10:00am

Uniform Cost Methodology (Optional-Virtual only)... August 17, 2026 @ 11:00am

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/219866779548557?p=edhZEnbFvBeg0gDntg>

Meeting ID: 219 866 779 548 557

Passcode: Fm6tP7vA

Dial in by phone

[+1 469-998-6090](tel:+14699986090),[344357552#](tel:+1344357552) United States, Dallas

[Find a local number](#)

Phone conference ID: 344 357 552#

Responses to written questions sent to all Responders..... August 21, 2026 @ 5:00pm

Requests for Proposal Due/Close Date.....September 11, 2026 @ 3:00 p.m.

Proposal Evaluation Completed (on or about) September 17, 2026

Notice of AwardOn or before September 25, 2026 @ 4:00p.m.

Executed Contracts due to the Contractor AAA by 4:00 p.m. ...September 30, 2026

NO RESPONSES WILL BE ACCEPTED AFTER 3:00 P.M. ON SEPTEMBER 11, 2026

e. 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 Michele Kelley, the Issuing Officer, at mkelley@negrc.org. No questions will be accepted except in written format. Only written responses will be binding upon the AAA. Written questions will be accepted through August 14, 2026 @ 5:00pm and will not be accepted after that date and time. By 5:00 p.m. on August 21, 2026, answers/ responses from the NEGRC-AAA to questions or requests for additional information will be in writing and will be provided to all persons who have received a copy of this RFP and/or requested to be included on the mailing list for potential Responders as noted above.

f. Definition of Terms

All relevant definitions of terms to the RFP are clearly defined in Appendix A: Definitions and Taxonomy of Services. Here are some additional terms:

- AAA-Area Agency on Aging
- ACL-Administration for Community Living
- DAS-Georgia Division of Aging Services
- HCBS-Home and Community Based Services
- Notice of Award- legal document issued to notify the Responder that an award has been made.
- OAA-Older Americans Act
- RFP-Request for Proposal
- Taxonomy of Services Definitions-classification of social services into distinct categories related to the Administration for Community Living and DAS programmatic missions.
- UCM-Uniform Cost Methodology

g. Contract Terms

The contract will be on a State of Georgia fiscal year (SFY) basis (July 1-June 30). The contract will have the option to renew one additional contract period with 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 the Responder's successful contract performance the preceding year. The terms and conditions of the contract with DHS and any subsequent policy decisions, laws or regulations shall be applied to the contractor chosen through this process.

The NEGRC may terminate the contract due to non-availability of funds, due to default or for cause, or for convenience. Budgets, units provided, and unit costs will be reviewed annually and adjustments to contracts will be made based on actual expenditures, units delivered, number of persons served and allocations received through the Georgia Department of

Human Services (DHS) Division of Aging Services (DAS). During this RFP process, one-year budgets for Wellness Services will be reviewed in accordance with directives provided by the Georgia DHS-DAS.

Funds for this contract are contingent upon receipt of funds from Federal and/or State sources. The planning allocations detailed in this RFP are one-year projections. The projections are subject to change based on the actual Federal and State allocations received by NEGRC. See "Allocation Plan" on the last page of this RFP for the allocation/service plan.

2. MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration is given. Responder's response indicates the page number(s) where each mandatory requirement is substantiated.

a. Responder's Qualification Requirements

List any mandatory qualifications for this applicant prior to being able to provide this specific program/service. *(e. g. Responder will designate one staff person who will serve as the primary Wellness program liaison to the Division of Aging Services and who will coordinate and oversee program implementation, reporting and evaluation at the provider level. Responder will have adequate numbers of trained and qualified staff to carry out the program. Responder must have a minimum of 2 years of experience providing wellness services or similar services.)*

b. Business Requirements

List any business requirements that must be met prior to NEGRC-AAA accepting this proposal. *(e. g. Responder must have trained, licensed and/or certified staff to provide the services. Staff conducting fitness and exercise activities must present and maintain current Cardio-Pulmonary Resuscitation Certifications. Responder must also have Registered Dietitians and other qualified professionals to conduct nutrition assessments and menu planning activities.)*

c. Mandatory Submission Requirements

List all mandatory submission requirements. *(e. g. Responder must have completed all budget documents and narrative; must have responded to all sections of the proposal; must have signed all required forms.)*

d. Budget Requirements

The NEGRC provides allocation and budget forms. Responder's budget proposal must include a narrative that details their budget and service plan. *(e.g. Responder must submit a narrative to discuss costs and/or revenue and persons/units served. Responder must submit a completed UCM spreadsheet.)*

The UCM spreadsheet is included in Appendix F. The revised Uniform Cost Methodology Manual is included in Appendix H. Additionally, information concerning Uniform Cost Methodology will be provided at the Uniform Cost Methodology training that will be held at 11:00 a.m. on August 14, 2026, via Teams.

3. PROGRAM/TECHNICAL PROPOSAL

This section identifies the information which must be submitted in the Program/Technical Proposal. Responders must demonstrate their ability to satisfy all Qualifications and Technical Requirements to perform the required services. The Program/Technical Proposal must be structured in the following order and labeled with the corresponding titles stated below using the same outline numbers.

- a. **Company Structure**-The Responder will include the following information: Responder must submit an organizational chart displaying its overall business structure, staff names, descriptive job titles and lines of authority. The Responder must provide brief job descriptions of key staff and the most recent fiscal year annual staff turnover rate. The Responder must also discuss the organization's policy regarding criminal background checks and drug screening of new and current employees.
 1. 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.
 2. Responder shall submit a list of Board of Directors and/or Advisory Board members, including their occupations and addresses.
- b. **Experience**-The Responder must have at least two full consecutive years of experience as a Wellness Services provider. The NEGRC-AAA reserves the right to verify all information submitted regarding Responder's experience, education, and other qualifications.
 1. The Responder will provide a list of all organizations for whom similar services, as detailed in the RFP, have been provided during the past two years. This list will include:
 - a. Name of contact person
 - b. Title of contact person
 - c. Phone number of contact person
 - d. Description of the work performed.
 - e. Time period of the project or contract
 - f. Staff months required.
 - g. Contract amount
 - h. Customer reference (including contact, e-mail address and current telephone number)
 2. The Responder will also disclose any services terminated by the organizations and the reason(s) for termination and Dates of Service.
 3. Responder will provide details of its experience, minimum of two years, as required above. Information submitted should demonstrate that the Responder has sufficient experience to successfully meet the requirements of this program or service.
 - A. 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:

1. 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.
 2. Contact individuals submitting recommendations must be current employees of the organization and authorized to make recommendations on behalf of the organization.
 3. Contact individuals should be able to attest to the Responder's qualifications relevant to experience in providing services similar to those contained in this RFP.
 4. Letters of Recommendations shall be dated no more than six months (6) prior to the proposal submission date.
4. If the Responder has previously contracted and/or entered into an agreement with the NEGRC-AAA, provide a brief discussion of the type of work performed and the dates involved. Additionally, explain if you successfully met the obligations of the contract/agreement and if you did not, fully explain why. If you have ever been involved in a transition of services, describe how you worked with the NEGRC and the new provider/contractor/vendor to affect a smooth transition of services. It is important for all Responders to respond to this section accurately. Failure to respond and/or failure to have met previous contractual requirements may result in the dismissal of your response.
- c. **Financial Stability and Cash Flow** - The Responder will provide financial information that would allow proposal evaluators to ascertain the financial stability of the agency.
1. A copy of the Responder's most recent audit report or review of financial statements (conducted by an independent CPA). The Responder must respond to any audit findings or corrective action plans implemented to resolve audit findings. All organizations must demonstrate financial stability, fiscal control and compliance with Generally Accepted Accounting Principles.
 2. 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.
 3. Responder's financial plan to maintain adequate cash flow without interruption to services pending reimbursement from this contract.
 4. A description of any case flow problems in the recent past that could not be resolved within 90 days.
- d. **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.
- e. **Scope of Services**
1. **Purpose of Procurement**
The NEGRC/Area Agency is requesting proposals from qualified responders capable of providing Wellness Services.

The successful Responder will provide services that do the following:

- Programs are implemented to maintain or improve the health and wellness of those persons aged 60 years and older, persons with disabilities, and their caregivers through the implementation of evidence-based, community level initiatives.
 - Evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and care plan with measurable goals.
 - Individualized guidance on appropriate food and nutrient intakes for those with special nutrition needs, taking into consideration health, cultural, socioeconomic, functional and psychological factors. Nutrition counseling may include advice to increase, decrease, or eliminate nutrients in the diet, to change the timing, size or composition of meals, to modify food textures, and/or to change the route of administration from oral to feeding tube to intravenous.
 - Provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to improve their nutritional status.
 - Process of using characteristics known associated with nutrition problems to identify individuals who are nutritionally at risk.
 - Reduce disease and disability
 - Improve individual's health literacy and understanding of diagnosed conditions
 - Reduce the prevalence of risks to health or to increase behaviors known to reduce such risks
 - Assist participants in developing behaviors and skills which are conducive to individual and community health
 - Increase comprehensiveness, accessibility and/or quality of health promotion and preventive services and interventions
 - Promote empowered users of the health care system
 - More specific long-term outcomes for individuals and groups may include, but not be limited to:
 - Increased physical strength and endurance, leading to
 - Maintaining or increasing independence,
 - Ability to independently perform self-care (activities of daily living)
 - Ability to independently participate in community activities and leisure activities (instrumental activities of daily living)
 - Maintaining or improving nutrition and physical activity behaviors; and
 - Maintaining or improving overall quality of life/life satisfaction
- Responder will provide Evidence-Based Programs, such as Chronic Disease Self-Management Education (CDSME), Chronic Disease Self-Management Program (CDSMP), Bingocize, Fall Prevention-Matter of Balance, Tai Chi for Arthritis and Falls Prevention, Gen-Fit Program, Vivo, Map Habit and Mind Over Matter: Healthy Bowels, Healthy Bladder (MOM).
- Responder may implement the Stanford University Chronic Disease Self-Management Program (CDSMP)
 - Conduct lay leader training and workshops and otherwise disseminate evidence-based community programs/strategies that have proven to increase the knowledge of chronic diseases.
 - Oversee all trained lay leaders to ensure CDSMP MTs and coaches maintain certification.
 - Maintain an adequate number of lay leaders in the region.
 - Market the program
 - Continue to locate new sites for the six-week workshops.

- Submit monthly narrative report to Evidence-based Aging Services Coordinator.
- Responder may implement Bingocize ®
 - Bingocize is an evidence-based health promotion program that strategically combines the game of bingo, health education, and/or exercise.
 - Trained leaders may select between separate 10-week workshops that focus on exercise-only, exercise and falls prevention, or exercise and nutrition.
 - Participants play Bingocize ® twice per week, with each 45-60-minute session consisting of exercises (range of motion, balance, muscle strengthening, and endurance exercises) and/or health education questions. Workshops can be offered in person, remotely, or using a combination of both formats (Bingocize ® Online)
 - One workshop equals 10-weeks with two 45 - 60 minute sessions/classes per week for a total of 20 sessions/classes. A completer is one participant who attends 16 of the 20 sessions/classes. One completer is required for reimbursement for the workshop.
- Responder may implement Chronic Disease Self-Management Education (CDSME) or Chronic Disease Self-Management Program (CDSMP)
 - A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions.
 - Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
 - One workshop equals 6 weeks of 2.5 hour sessions/classes once per week. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop.
- Responder may implement the Chronic Disease Self-Management Education (CDSME)
 - A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.
 - One workshop equals to 6 weeks of 2.5 hour sessions/classes once per week.
 - A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop.

- Responder may implement Chronic Disease Self-Management Education (CDSME)-Tomando
 - A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions.
 - Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
 - One workshop equals to 6 weeks of 2.5 hour sessions/classes once per week.
A completer is one participant who attends 4 of the 6 sessions/classes.
One completer is required for reimbursement for the workshop.
- Responder may implement Falls Prevention-Matter of Balance
 - Developed by researchers in Maine, this 8 week evidence based program is designed to address the fear individuals have of falling.
 - It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability.
 - A completer is a participant who attends at least five of the eight sessions.
 - One workshop equals eight 2-hour sessions/classes, either once per week for eight weeks or twice a week for four weeks.
A completer is one participant who attends 5 of the 8 sessions/classes.
One completer is required for reimbursement for the workshop.
- Responder may implement Tai Chi for Arthritis and Falls Prevention,
 - Developed by Dr. Paul Lam with tai chi and medical colleagues, the program utilizes Sun style Tai Chi for its ability to improve relaxation, balance, and its ease of use for older adults.
 - The program incorporates classes along with home practice to help improve muscular strength, flexibility, balance, and stamina. The class format is in person or remote/virtual.
 - Note: It is permissible to use a combination of remote (i.e. videoconference) and in person implementation in the same session or during a class series.
 - One workshop equals to 8 weeks, two 1-hour sessions/classes per week.
A completer is one participant who attends 11 out of 16 sessions.
One completer is required for reimbursement for the workshop.
OR One workshop equals to 16 weeks, one 1-hour session/class per week.
A completer is one participant who attends 11 out of 16 sessions.
One completer is required for reimbursement for the workshop.
- Responder may implement Geri-Fit Program
 - Geri-Fit® is a 45-minute evidence-based health promotion program and chronic disease self-management support program. Designed exclusively for older adults, Geri-Fit helps rebuild strength that's been lost through the aging process. The progressive resistance strength training program uses bodybuilding techniques to increase strength. The program also

incorporates range of motion exercises, stability and balance training, cardiovascular activity for heart health, and gait exercises to help improve walking. Geri-Fit helps ensure a higher level of function and improvement in activities of daily living as well as management of chronic diseases such as diabetes, heart disease, pain management, depression and more. There's no dancing, aerobics, or choreography to learn and participants never have to get on the floor. Most of the exercises are performed seated in chairs with a set of light dumbbell weights, however, participants have the option to do the exercises standing if they prefer. Each person is encouraged to work out at their own pace and fitness level.

- One workshop equals four weeks with two session/classes per week. A completer is one participant who attends 5 of 8 sessions/classes. One completer is required for reimbursement for the workshop.
OR
One workshop equals twelve weeks with two sessions/classes per week. A completer is one participant who attends 16 of the 24 sessions/classes. One completer is required for reimbursement for the workshop.
- Responder may implement Vivo
 - A 12-week strength training program, done virtually. This fitness program is based on the Science of Strength Training and consists of small-group, interactive Zoom™ classes taught by live instructors.
 - One workshop is equal to twelve sessions/classes. A completer is one participant who attends 6 of the 12 sessions/classes. One completer is required for reimbursement for the workshop.
- Responder may implement Map Habit
 - Map Habit organizes habits, routines, and tasks into visual maps. They are interactive and engaging step-by-step how to guides that help members complete a daily activity on their own, or with help from a support partner or caregiver.
- Responder may implement Mind Over Matter: Healthy Bowels, Healthy Bladder (MOW)
 - A researched and proven program designed to give women the tools they need to take control of bladder and bowel leakage. Participants learn strategies for preventing or lessening symptoms including information-sharing, group activities, simple exercises, and dietary changes. Mind Over Matter is proven for women who are aged 50 or older, live independently in a home or apartment, have experienced bladder/bowel issues OR are interested in preventing them and can attend all three scheduled workshop sessions.
 - One workshop equals to 3 sessions, 2 hours for each session. The sessions are delivered every other week for 3 sessions. A completer is one participant who attends all three sessions. One completer is required for reimbursement for the workshop.

2. Program Legislation, Regulation, Program Standards and/or Guidelines:

- a. Older Americans Act (<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>)
- b. DCH Adult Day Center Initial Licensure Information (<http://dch.georgia.gov/licensure-forms-applications>)

- c. DHR/DAS Wellness Program Services Requirements, HCBS Manual 5300 Section 214 (<https://pamms.dhs.ga.gov/das/hcbs-5300-manual/214/-Wellness Program Guidelines and Requirements>)
- d. Other rules, regulations, standards, and transmittals promulgated by the State of Georgia and the NEGRC-AAA program directives.

3. Program Description

A. Responder to describe fully the method of provision for Wellness Services (HCBS Services):

- Detail how the specific service or services will be provided.
- Describe how priority for services to clients will be determined.
- Indicate if all counties in NEGRC-AAA region will be covered.
- Indicate the target population that will receive services.

B. 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 NEGRC-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.
- Organizational chart (*provided in Section 3*) demonstrates effective lines of communication and program responsibility and details the percentage of staff time assigned to each service or program.
- Discuss how Responder will meet the Staffing Patterns and Ratios requirements, such as a minimum of one direct service staff person for each *eight* non-severely impaired participants and one direct service staff person present for each *four* severely impaired participants at the day care site.
- 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.
- <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/214/> MAN 5300 Section 214-Wellness Program Guidelines and Requirements)

C. Information and Referral

- Describe how Responder will interface with the NEGRC-AAA Gateway/ADRC Information and Assistance and their management of the waiting list.
- 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.

D. Limited English Proficiency/Sensory Impaired

- Describe method used to provide services to Limited English Proficiency or Sensory Impaired (LEP/SI) elderly or disabled individuals in Responder's area (i.e., non-English speaking, hearing impaired, vision impaired).

E. Client Confidentiality

- Describe the annual Health Insurance Portability and Accountability Act (HIPAA) training for all staff and volunteers.

- Describe the Responder's policy or procedures concerning client confidentiality.
 - Explain how clients (or their family members) are informed of the policy.
- F. Client Complaints and Issues
- Describe the Responder's policy on handling client complaints, which includes notifying the NEGRC-AAA in a timely manner and resolving issues effectively.
 - Explain how Responder staff members are trained in this process and how clients (and their family members) are informed of the policy.
- G. Emergency Plan
- Describe the Responder's written emergency plan (for each site where services are provided), with procedures for responding to fires, tornadoes and other weather-related emergencies; missing participants; injuries; and other emergencies.
- H. Mandatory Reporting of Suspected Abuse, Neglect or Exploitation
- Describe the Responder's mandated reporter policy regarding reporting suspected abuse, neglect or exploitation.
- L. Special Initiatives
- Describe the Responder's plan to expand its fee-for-service program throughout the fiscal cycle, including goals and how the agency will monitor progress toward that goal.
 - Describe any special initiatives or innovations that will enhance Responder's program in the community.
 - Describe any new or on-going plans to obtain additional financial support or other community resources to support this program.
 - Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services of Responder's program.
- M. 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, including elderly residents who are non-English speaking, hearing impaired, vision impaired, ethnically, and culturally diverse.
 - Describe any specific populations Responder will target, if any.
- N. 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.
 - Describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year.
 - Describe volunteer program including recruitment, numbers of volunteers, retention, ongoing training and areas where volunteers are used.
 - Describe how volunteers will be supervised and monitored to ensure quality and appropriateness.

O. Technology and 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 DDS system, Northeast Georgia Health Matters Website, Live Well Age Well Website, NCOA web portal any other systems that will be used in the future for reporting.
- Describe the person(s) responsible for data validation, data entry and reporting.
- Describe the billing and reconciliation process.

P. **Funding – Please Note: Allocations are contingent upon available funding from State and Federal sources and may be increased or decreased accordingly.**

Q. Quality Assurance Program

- Describe how Responder will ensure the quality of the program or services to clients.
- Describe how the effectiveness of the program will be measured.
- Describe how Responder will determine if the program had an impact on the clients.
- Describe how Responder will determine the client's satisfaction with services.
- Briefly describe any program performance audits, monitoring of programs or program certifications of awards that the organization has received which verify the organization's ability to provide quality services.
- The Responder must prepare and submit annually to the NEGRC-AAA a written report, which summarizes evaluation findings, improvement goals and implementation plan. The report will be submitted no later than the end of the first quarter of the new state fiscal year (September 30).

P. Subcontracting

- Identify services to be contracted and describe proposed subcontract agreements. Include a description of subcontractor qualifications, requirements and how the subcontractor will be monitored. (Recognize that all subcontract RFPs and contracts/agreements must be submitted to NEGRC for review.)

Q. Evidenced Based Programs

- Describe the Responder's involvement in any other evidenced based programs (programs that have been found to be effective based on the results of rigorous evaluations). Examples of such programs include Powerful Tools for Caregivers and others.

OUTCOME MEASUREMENTS

See attachment for Outcome Measurements and the instructions for the goals and objectives that must be included in the Program/Technical Proposal.

4. BUDGET PROPOSAL

A budget including each service the Responder is proposing to provide must be developed for one year, beginning July 1 and ending June 30. The planning allocation for SFY 2027 starts on page 26. These numbers will be used when completing the Revenue Plan (Appendix G).

The Budget Proposal must be developed and submitted in a separate package and labeled as "Budget Proposal." The Budget Proposal must include all of the following:

- a. Responder must ensure compliance with ACL's Title IIID requirements.
- b. Responder must ensure EBPs are delivered to the fidelity of the specific program.
- c. Responder must complete the UCM using only allowable OAA Title IIID costs for the direct provision of evidence-based programs, such as program planning and program delivery costs.
 - a. Program Planning Costs: program licensing and other program developer/administrator fees; training program leaders to deliver the program; materials, supplies, and equipment required for the program (e.g., participant manuals); program recruitment costs (must be clearly defined).
 - b. Program Delivery Costs: a portion of staff time when staff is (delivering the program; being trained or certified to deliver the program); rental space for the time the space is being used to deliver the program; support for remote delivery (e.g. laptops, tablets; hotspots, etc.)
- d. Non-Allowable Expenses for EBPs include costs not involved in the direct delivery of the program such as mileage; vehicle operating expenses; salary during travel; promotional items/incentives such as water bottles bags, t-shirts; meals and snacks in general. It would require EBP to explicitly requires it.
- e. Responder completes the Uniform Cost Methodology (UCM) Spreadsheet (Appendix F). Detailed instructions on completing the UCM spreadsheet are provided in the UCM Manual (Appendix H).
- f. Responder must develop separate unit costs for each service to be provided, and the NEGRC-AAA will consider the unit cost(s) in negotiating contract expectations with providers.
The following services are reimbursed on a unit cost basis:
 - Exercise/Physical Fitness
 - Evidence-Based Programs/Wellness
 - Health Promotion/Disease Prevention
 - Health Related/Health Screening
 - Nutrition Education
- g. Responder must complete the Revenue Plan and Unit/Persons Served Spreadsheet. Each service proposed to be provided must be entered into the Revenue Plan and Units/Persons Served Spreadsheet (Appendix G). The total cost, unit cost and the number of units entered into the spreadsheet must be the same as those indicated on the Uniform Cost Methodology Spreadsheet.
- h. All Responders who provide aging services must complete all of this information on the Uniform Cost Methodology Spreadsheet and Revenue Plan and Units/Persons Served Chart to determine the full cost of the program.
- i. Responder must provide a Budget Narrative to explain projected costs and local revenue leveraged on behalf of the program.
- j. 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.

All providers are expected to submit a budget using the Uniform Cost Methodology spreadsheet and other budget Excel spreadsheets provided – regardless of program.

5. PROPOSAL SUBMISSION

- a) **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 –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.
- b) **Number of Proposal Copies**– Due to the renovation of the NEGA Regional Commission office, bids must be submitted via postal mail or email:
- By Mail: mail one original and two (2) copies of the completed bid proposal to Northeast Georgia Regional Commission, ATTN: Bridgenette Blandenburg, AAA Program Assistant, 305 Research Drive, Athens, GA 30605.
 - By Email: save the completed bid proposal in a zip file and send via an encrypted email to bblandenburg@negrc.org .
- c) **Submission of Proposals**
1. **Issuing Office** - The NEGRC-AAA located at 305 Research Drive Athens, GA 30605 issues this Request for Proposal (RFP). The Area Agency on Aging Director, Michele Kelley, is the sole point of contact for this RFP and subsequent revisions.
 2. **Rejection of Proposal:** The NEGRC-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, Michele Kelley, 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 NEGRC-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 by fax at 706-425-2954. 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, September 11 2026 or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposals must be complete in all respects, as required in each section of this RFP.**
 5. **Revisions to Request for Proposals:** The NEGRC-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. The completed package may be submitted two ways:

- By Mail: mail one original and two (2) copies of the completed bid proposal to Northeast Georgia Regional Commission, ATTN: Bridgenette Blandenburg, AAA Program Assistant, 305 Research Drive, Athens, GA 30605.
 - By Email: save the completed bid proposal in a zip file and send via an encrypted email to bblandenburg@negrc.org.
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.

6. ASSURANCES-Appendix L

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 make, 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 NEGRC-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:
 - a. The general scope of work to be performed by the subcontractor.
 - b. The subcontractor's willingness to perform the work indicated; and
 - c. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
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 NEGRC-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. 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 8:30 a.m. to 5:00 p.m. during business days for questions regarding the proposal.
12. A statement that the responder accepts the NEGRC-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 responder accepts the NEGRC-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 NEGRC-AAA and will not be returned to the offeror. The NEGRC-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 NEGRC-AAA.
17. A statement that no contact, direct or otherwise, has occurred with any employee of the NEGRC-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 NEGRC-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 NEGRC-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 NEGRC-AAA, considering price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The NEGRC-AAA reserves the right to reject any and all responses submitted.

Contractual and Administrative Assurances:

The following seven (7) assurances must be signed and included with the proposal package. (All assurances included in the appendices).

1. Contractual and Standard Program Assurances
2. General Financial Requirements and Assurances
3. Assurance of Compliance with Title VI of the Civil Rights Act of 1964
4. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended, and the Americans with Disabilities Act of 1990
5. Disclosure of Lobbying Activities
6. Certifications Regarding Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements and Lobbying
7. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

7. TERMS AND CONDITIONS

The contract that the NEGRC-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 NEGRC-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 NEGRC-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 NEGRC-AAA, has explicitly accepted the Responders objection or amendment in writing.

Please review the NEGRC-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 an 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 NEGRC-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 NEGRC-AAA reserves the right to proceed to discussions with the Responder ranked next best Responder.

The NEGRC-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 NEGRC-AAA, in its sole discretion, and rejected. Contract exceptions which grant the Responder an impermissible competitive advantage, as determined by the NEGRC-AAA, at its 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.

- a) **RFP Amendments** – The NEGRC-AAA reserves the right to amend the RFP prior to the proposal due date and provide notification of any amendments through written correspondence.
- b) **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.
- c) **Cost of Preparing a Proposal** – The cost for developing the proposal is the sole responsibility of the Responder. The NEGRC-AAA will not provide reimbursement for such costs.
- d) **Sample Contract** – The Sample Contract, which the NEGRC-AAA intends to use with the successful Responder, is attached to this RFP in the Appendix. Exceptions to the Contract should be identified and submitted with the Responder's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements of the RFP. Prior to award, the apparent winning Responder will be required to enter into discussions with the NEGRC-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 NEGRC-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.
- e) **Conflict of Interest** – If a Responder has any existing client relationship that involves the NEGRC-AAA, the Responder must disclose each relationship.
- f) **Minority Business Policy** – It is the policy of the NEGRC-AAA that minority business enterprises shall have a fair and equal opportunity to participate in the NEGRC-AAA procurement process. Therefore, the NEGRC-AAA encourages all minority business enterprises to compete for, win and receive contracts for services.

- g) **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.

8. **EVALUATION PROCESS**

The Program/Technical Proposal and the Budget Proposal will be evaluated and scored based on the evaluation criteria identified below. Maximum points for the Program/Technical Proposal is 200 points and for the Budget Proposal is 100 points for total possible points of 300 points.

Program/Technical Proposal

The Program Proposal will be evaluated according to the criteria in the following chart:

Program/Technical Proposal Evaluation Criteria

Proposal Areas	Maximum # of Points
1.0 Organizational Capacity Thorough description of Responder's capacity to deliver services.	25
2.0 Other Resources and Partnerships Extent to which program is supported by local resources, including county, city and other private funding sources as well as partnerships and other collaborations.	45
3.0 Client Services Comprehensive description of outreach/marketing, client policies/procedures and other items.	40
4.0 Scope of Services for Wellness Services Comprehensive description of all the wellness services	50
5.0 Outcome Measurements	40
TOTAL SCORE	200

Budget Proposal

The following criteria will be used in evaluating the budget proposal:

Budget Proposal Evaluation Criteria	Maximum # Points for this Section
Narrative	
• Responder provided a budget narrative that was clear and concise in describing the proposed budget	30
Uniform Cost Methodology Spreadsheet	
• Level of additional funding support for proposed services (ratio of additional funding support to total costs of service)	30

• Responder completed the UCM spreadsheet accurately based on administrative review of spreadsheet	10
• Responder has sufficient staff to meet the program requirements/for service provision	5
• Responder has documented Donated Personnel and Non-Cash Match to support the proposed services	5
Revenue Plan, Units/Persons	
• Responder accurately identified services, units of services and unit costs as reflected on UCM Spreadsheet	5
• Responder identified the correct allowable amount of Federal or State funds and/or required local match, additional local funding, program income and fees as appropriate.	5
• Total Budget equals total cost as represented on UCM Spreadsheet	5
• Funding requested does not exceed allocated funding by fund source	5
TOTAL POINTS	100

Identification of Apparent Successful Responder

The Responder with the highest combined Program Proposal score and Budget Proposal score (maximum of 300 total points) will be identified as the apparent successful Responder.

Rejection of Proposals/Cancellation of RFP

The Northeast Georgia Regional Commission (NEGRC) 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 NEGRC. It is also within the right of the NEGRC to reject proposals that do not contain all elements and information requested in this document. The NEGRC reserves the right to cancel this RFP at any time. The NEGRC will not be liable for any cost/losses incurred by the Responder's throughout this process.

9. APPENDICES

Appendix A: Division of Aging Services Glossary of Terms, Abbreviations and Acronyms (attachment)

Appendix B: Division of Aging Services Taxonomy of Services (attachment)

Appendix C: Area Plan Program Funding Definitions

Appendix D: On-site Meal Proposal

Appendix E: Catered Meals Bidding Process (by request)

Appendix F: Uniform Cost Methodology Spreadsheet (attachment)

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

Appendix H: Uniform Cost Methodology Manual (attachment)

Appendix I: Raw Food Adjustment Form (attachment for those that cook on-site)

Appendix J: Responders Information Sheet and Checklist

Appendix K: Sample Contract

Appendix L: Letter of Transmittal

PLANNING ALLOCATIONS**Allocation Plan for SFY 2027 Service: Wellness Services (Nutrition Education)**Fund Source: **CBS-HCBS State**

Federal	State	Match	Total
\$0	\$9,824.00	\$0	\$9,824.00
			\$9,824.00

Allocation Plan for SFY 2027 Service: Wellness Services (Health Promotion)Fund Source: **CBS-HCBS State**

Federal	State	Match	Total
\$0	\$19,557.00	\$0	\$19,577.00
			\$19,577.00

Allocation Plan for SFY 2027 Service: Wellness Services (Evidence-Based Programs)Fund Source: **Title IIID-Health Promotion**

(A list of evidence-based programs that can be supported by Title III-D funds can be found at <https://www.ncoa.org/resources/ebpchart/> or <https://ncoa.org/evidence-based-programs>)

Note: These resources are not exhaustive. New programs may be added to the DAS Data System (DDS) once approved by the Administration for Community Living and the State Unit on Aging)

Federal	State	Match	Total
\$43,167.00	\$0	\$0	\$43,167.00
			\$43,336.00

TOTAL Funding for Wellness Services

Federal	State	Match	Total
\$43,167.00	\$29,381.00	\$0	\$72,548.00

NOTE: These are annual planning allocations. Final allocations are contingent upon funding availability from the Georgia Department of Human Services Division of Aging Services through the contract negotiated with the NEGRC-AAA.

Assurance #1**CONTRACTUAL AND STANDARD ASSURANCES**

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

Check if

Yes

- _____ 1. Assures compliance with Older Americans Act, Social Services Block Grant, Community Care Services Program, the State Community Based Services Program, and other funding sources as well as all federal, state laws, standards, policies and procedures. Also assures the compliance with Area Agency on Aging Administrative, Program, and Gateway requirements regarding administration and delivery of aging services.
- _____ 2. Assures the provision of training for staff and volunteers as needed and/or required.
- _____ 3. Assures the priorities established by the Area Agency on Aging for serving older persons with greatest economic or social need are met.
- _____ 4. Assures that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act services provided. Note that documentation of program income must be kept on file and reported monthly to the Area Agency on Aging.
- _____ 5. Assures that client cost sharing is implemented for eligible services.
- _____ 6. Assures that aging services will not be denied to any older person because they cannot or will not contribute toward the cost of the service for Title III service.
- _____ 7. Assures that funds received through voluntary contributions from program participants will not be used to replace funds from other non-federal sources but will be used to maintain or expand aging services provided under this contract.
- _____ 8. Assures support from private or public sources to expand services funded through the Area Agency on Aging.
- _____ 9. Assures that criminal record checks are performed for all employees who have direct contact with program participants.
- _____ 10. Assures an annual audit will be supplied in accordance with the provisions of the 1359 Audit Law. Copies of all reports resulting from said audits shall be furnished to Area Agency on Aging no later than 180 days after the fiscal year ends as detailed in the current contract.

- _____ 11. Assures records relating to the aging programs are kept on file for at least seven (7) years after the end of the contract period or until such time as any claims resulting from appeals, grievances or litigation are resolved.
- _____ 12. Assures that all promotion and marketing material identify relevant funding sources.
- _____ 13. Assures that the agency will send appropriate staff to training sessions and meetings required by the Department of Human Services, Division of Aging Services, and Northeast Georgia Regional Commission/AAA.
- _____ 14. Assures that all services provided under this program will meet current state and local licensure, safety, and insurance requirements for the provision of services.
- _____ 15. Assures RFP's and contracts for subcontracted services reflect all the requirements as required of the contractor by the Northeast Georgia Regional Commission (NEGRC) and are submitted to NEGRC for review and approval prior to the service beginning.
- _____ 16. Assures written personnel policies affecting agency staff have been developed, including, but not limited to, written job descriptions for each position; evaluations of job performance; annual leave; sick leave; holiday schedules; normal working hours; and compensatory time and that these policies/records are available for review by NEGRC. Assures personnel policies and hiring policies are following federal and state laws regarding employment and payroll practices.
- _____ 17. Assures written client grievance and personnel grievance procedures have been developed and posted and that all grievances will be addressed and handled in an prompt manner.
- _____ 18. Assures that staff have received training on grievance procedures and that policies have been reviewed by clients.
- _____ 19. Assures applicant has policies and procedures which safeguard client confidentiality including, prohibiting the release of any client's name; medical records or conditions; or other identifying information to any persons outside the agency without first obtaining the expressed consent of the client. The agency shall also require all subcontracting agencies performing services to adhere to similar policies concerning client confidentiality.
- _____ 20. Assures compliance with all applicable requirements of the Health Insurance Accountability and Portability Act (HIPAA).
- _____ 21. Assures coordination, collaboration and partnerships with other aging programs and services in the community.
- _____ 22. Assures effective financial management of funds allocated to the aging programs through the use of the Uniform Cost Methodology. Assure compliance with existing regulations and all relevant and current circulars from the Federal Office of Management and Budget

for determination and allowability of costs in connection with federal/state contracts and grants.

- _____ 23. Assures the accurate and timely reporting of programmatic and financial information to the NEGRC Area Agency on Aging, state and federal government using the Georgia DDS System as required.
- _____ 24. Assures a method is implemented to obtain client feedback on services provided to maintain quality of programs and that this feedback is used in program planning.
- _____ 25. Assures access to all program and agency records by NEGRC, DHS Division of Aging Services and other federal or state auditors as needed, requested or required.
- _____ 26. Assures cooperation in the use of any facility, equipment or resources owned or operated which may be required by DHS in the event of a declared emergency or disaster.
- _____ 27. Assures cooperation in the transition of any service subsequently contracted to another vendor/contractor.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE CONTRACTURAL AND STANDARD ASSURANCES AS STATED ABOVE.

Date

Name of Contractor

Title

Signature of Legally Authorized Person

Assurance #2**GENERAL FINANCIAL REQUIREMENTS AND ASSURANCES**

The applicant/provider assures that the following general financial conditions are understood and will be met as a requirement for entering a contract with the Northeast Georgia Regional Commission Area Agency on Aging for aging services:

Check if
YES

- _____ 1. I understand that the Northeast Georgia Regional Commission (NEGRC)/Area Agency on Aging shall have the right to suspend/withhold payment if conditions of the contract are not met.
- _____ 2. I understand that NEGRC shall not be liable for non-payment or late payment for services rendered if aging funds are not available or have not been received from the Georgia Department of Human Services (DHS) Division of Aging (DAS) or the Federal Administration for Community Living (ACL).
- _____ 3. I understand that the required monthly program and fiscal reports must be submitted on the 5th of each month following the month in which the service was provided. Final program and fiscal reports must be submitted by the 15th of the month following the end of the contract period. Failure to submit reports within these timeframes may result in denial of the reimbursement request.
- _____ 4. I understand that federal, state, and program income are restricted funds and must be spent during this fiscal year. The minimum required match is the minimum non-federal funds necessary to draw down federal and state funds for the program.
- _____ 5. I understand that program income is funds voluntarily donated by the participants of the program to increase or maintain services. Included in the budget is an estimate of the funds to be collected during this next fiscal year and is based on past history of such collections of program income from participants of the program.
- _____ 6. I understand this budget is for the aging program beginning July 1, and ending June 30. I understand that services will be available no less than 250 days per year and will be based on client or caregiver needs and/or care plans.

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

_____ Date

_____ Name of Contractor

_____ Title

_____ Signature of Legally Authorized Person

Assurance #3ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

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

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

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

Date

Name of Contractor

Signature of Legally Authorized Person

Title

Assurance #4**ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND AMERICANS WITH DISABILITIES ACT OF 1990**

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

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

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

The CONTRACTOR: (check {a} or {b})

- a. ☐ Employees fewer than fifteen (15) persons.
- b. ☐ Employees fifteen (15) or more persons and, pursuant to sub-section 84.7(a) of the regulation (45 CFR 84.7{a}), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

I certify that this information is complete and correct to the best of my knowledge.

Name of Contractor

Telephone Number

Address

(IRS) Employer Identification #

City/State/Zip

Signature of Legally Authorized Person

Date

Assurance #5

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)

Assurance #6

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
=====	=====	=====

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).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Assurance #7

NORTHEAST GEORGIA REGIONAL COMMISSION**AREA AGENCY ON AGING****BUSINESS ASSOCIATE AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

1. Service Agreements.

- 1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

- 1.2 Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
- 1.3 Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.
2. **Additional Contractor Activities.** Except as otherwise provided in this Agreement, the Contractor:
- 2.1 Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.
- 2.2 Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 2.3 May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.
- 2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. §164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.
3. **Contractor Covenants.** Contractor agrees to:
- 3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement.

- 3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time.
- 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
- 3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure.
- 3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Contractor with respect to the PHI.
- 3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528.
- 3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity.
- 3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities.
- 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.
- 3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by C.F.R. § 164.504(e)(2)(i) B).

4. Covered Entity Covenants.

- 4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.
- 4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- 4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
- 4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically expects those situations in which the Contractor will use or disclose protected

health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.

5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient request access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.
6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeable could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.
7. **Accounting for Disclosure of PHI.** Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.
8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.
9. **Disposition of PHI Upon Termination.** The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
10. **Representations and Warranties**
 - 10.1 Mutual Representations and Warranties of the Parties.
Each Party represents and warrants the other Party.

- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.
- (b) That neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.
- (c) That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.
- (d) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

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

12. Termination.

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

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

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

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

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

- 14. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.
- 15. Amendments; Waiver.** Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA.

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

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

Covered Entity:

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

Contractor:

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

17. **Regulatory References.** A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.
18. **Survival.** The respective rights and obligations of Contractors under this Agreement shall survive termination of this Agreement.
19. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the individual.

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

Covered Entity

Contractor

**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):

_____ Senior Center Services/Nutrition Services

_____ Wellness Services/EBP

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

Mail Proposal Package to: Bridgenette Blandenburg
ATT: Wellness RFP
Northeast Georgia Regional Commission
Area Agency on Aging
305 Research Drive
Athens, GA 30605

Send via Encrypted Email (within a zip file) to: bblandenburg@negrc.org

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	
▪ One original & 2 copies of Proposals Submitted	
▪ Proposals submitted via email in a zip file to bblandenburgh@negrc.org	
▪ Proposals submitted to arrive at NEGRC no later than 3:00 pm 9/11/26	

Name of person completing checklist:

Phone:

Email:

Signature of person completing checklist

Date

SAMPLE CONTRACT**Appendix K****AGING SERVICES CONTRACT**

State of Georgia
Clarke County

CFDA#:93.043 (Title III D)

THIS CONTRACT entered this 1ST day of July 2026 by and between the **Northeast Georgia Regional Commission, through its Area Agency on Aging Division** (hereinafter referred to as NEGRC) and _____ (hereinafter referred to as the Subcontractor).

WITNESSETH

WHEREAS, NEGRC desires to engage the Subcontractor to render certain services under the provisions of the Older Americans Act of 1965, Public Law 89-73, as amended in connection with an undertaking of program hereinafter described which is to be wholly or partially financed by an Aging Services funding from the United States Government through the Georgia Department of Human Services (DHS) through its Division of Aging Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the funding agencies);

AND

WHEREAS, the Subcontractor has represented to NEGRC it is available to render such services in connection with the program and in accordance with the provisions of said federal laws, warrants that it possesses the capabilities to satisfactorily render such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Contract.

BOTH parties agree:

- a) NEGRC is the designated Area Agency on Aging for the region. The NEGRC will identify the needs of older persons in the area; evaluate existing services and gaps; develop objectives and priorities; identify the services which will be provided to meet the needs of elderly citizens, disabled adults, and their caregivers by developing a comprehensive service delivery system.
- b) NEGRC will assure access for older persons and their families to services and resources in the community through the operation of the Aging and Disability Resource Connection (ADRC). ADRC Services include the provision of information, assistance, and referral; intake, screening, and eligibility determination; case management services.
- c) NEGRC will assure the availability of an adequate supply of high-quality services through contractual arrangements with services providers, using a competitive procurement process.
- d) The Subcontractor agrees to submit an updated proposal for service delivery to the NEGRC as part of the procurement process.

- e) The Subcontractor agrees to render services that will help the elderly and/or disabled adults and their caregivers to live independently in their communities for as long as possible using various source for funding, including the NEGRC. The Subcontractor agrees to accept referrals, maintain current clients and to perform the services hereinafter set forth in accordance with the established standards of service and promptness contained herein.
- f) The Subcontractor will collect data from their clients; enter this information into the Georgia Division of Aging Services Data Systems or other appropriate system; and submit the appropriate programmatic and fiscal report to the NEGRC by the fifth working day of the month following the services.
- g) The Subcontractor will attend or send a representative to all NEGRC and Georgia Department of Human Services Division of Aging Services meeting and trainings.
- h) NEGRC agrees to reimburse the Subcontractor for services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

PURPOSE

The purpose of this contract is to provide wellness services to eligible older adults, persons with disabilities and their caregivers.

CONTRACT TERM

The term of this contract shall be from July 1, 2026, through June 30, 2027. All services required hereunder shall be completed on or before June 30, 2027, unless terminated earlier in accordance with other provisions of this contract.

SERVICES TO BE PROVIDED

The Subcontractor shall render wellness services to eligible individuals who are 60 years of age and over, persons with disabilities, and caregivers. The Subcontractor shall give priority to the areas in the Northeast Georgia region that are medically underserved; the many older individuals who have the greatest economic need; and those identified as having limited SDoH i.e.: healthcare access and quality; education access and quality; social and community engagement; economic stability; quality of housing, access to reliable transportation, access to and availability of health foods, air and water quality, and neighborhood safety (taking into account crime and violence).

The Subcontractor will design services to assist healthy older adults, persons with disabilities, and caregivers in maintaining positive health states; to assist persons with chronic conditions to better manage their health; to reduce instances of falls across eligible populations; to reduce social isolation and its effect on eligible populations; and to promote healthy lifestyles and behaviors among all persons at the community level. When appropriate, the Subcontractor shall work with the NEGRC and Area Agency on Aging to refer participants to other services that may be able to assist with remaining independent and safe in the home, and/or assist caregivers with maintaining their own health and well-being. The Subcontractor will provide nutrition education, health promotion and evidence-based programming.

The Subcontractor will implement Evidence-Based Wellness Programs that will maintain or improve the level of health and wellness and reduce instances of injury of those persons aged 60 years and older, persons with disabilities, and their caregivers through the implementation of evidence-based, community level initiatives.

More specific long-term outcomes for individuals and groups may include, but are not limited to:

- (1) Increased physical strength and endurance
- (2) Maintaining or increasing independence
- (3) Ability to independently perform self-care (activities of daily living)
- (4) Ability to independently participate in community and leisure activities (instrumental activities of daily living)
- (5) Reducing the occurrence of avoidable falls and injuries
- (6) Maintaining or improving nutrition and physical activity behaviors; and
- (7) Maintaining or improving overall quality of life/life satisfaction.

The Subcontractor shall provide Wellness Services as described in **Annex A** Provider Service Report which are attached herein by reference and made a part of this contract.

FORMAL COMMUNICATIONS

- A. All communications regarding this Contract from the Subcontractor to NEGRC shall be addressed in writing to the NEGRC Aging Director by the person executing this Contract on behalf of the Subcontractor, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.
- b. The Subcontractor shall mail all correspondence, reports, and other matter relating to this Contract to:

Aging Director
Northeast Georgia Area Agency on Aging
305 Research Drive
Athens, Georgia 30605-2795
Phone: (706)583-2546 Ext. 102
- c. All communications regarding this Contract from the NEGRC to the Subcontractor shall be addressed in writing to the Subcontractor by the person executing this Contract on behalf of the NEGRC, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.
- d. NEGRC shall mail all correspondence, reports, and other matter relating to this Contract to:

APPLICABLE LAWS AND REGULATIONS

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

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

It is understood and agreed that the Georgia Department of Human Services (DHS) is “covered entity” as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. The NEGRC and all Subcontractors are “business associates” of DHS. Further, it is agreed that as a business associate of the NEGRC that its use or disclosure of any person’s protected health information received from or on behalf of the NEGRC will be governed by the Business Associate Agreement, attached hereto as **Annex G**, which the Subcontractor agrees to by signing this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section 4.3 d of the Business Associate Agreement.

B. Compliance with Security Management Process:

The Subcontractor agrees to have a secure network connection allowing electronic access to receive, transmit, store or process Georgia DHS electronic data. The Subcontractor agrees to allow the NEGRC and GA DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS’s electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1). The Subcontractor’s computer-related purchases must follow GA DHS Data System (DDS) hardware and software requirements.

C. 45 CFR Part 74, as used in this contract, the word Subcontractor is synonymous with the word Subgrantees as used in this Code of Federal Regulations.

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

The Subcontractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State

Agencies). In this regard the Subcontractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

- E. The Federal cost principles for determining allowable costs for this Contract are:
2 CFR 200.416 for contracts with State and local governments.
- F. Fair Labor Standards Act of 1938, as amended.
- G. When federal funds are included in the contract, the Subcontractor shall adhere to the Procurement Standards set forth in 2 CFR § 200.318 through § 200.331.
- H. Compliance with Federal and State Immigration Laws:
Subcontractor agrees to comply with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance and that the Subcontractor has registered with, is authorized to use, uses, and will continue to use the Federal Work Authorization Program. Subcontractor also agrees that throughout the performance of this contract, including renewal options, the Subcontractor will remain in full compliance with all Federal and State immigration laws, including, but not limited to O.C.G.A. § 13-10-91. Subcontractors certify this compliance by signing and providing the sworn affidavit in **Annex J** titled Security and Immigration Affidavit.
- I. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights:
The Subcontractor and their employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Subcontractor Employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908. The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. The Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.
- J. Subcontractor certifies that Subcontractor is not currently engaged in and agrees for the duration of this contract to not engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.
- K. Compliance with ALL Georgia DHS Programmatic Policies and Procedures as issued and amended periodically by the GA DAS, see policy manual as published on the Policy and Manual Management System (PAMMS) located at <https://pamms.dhs.ga.gov/das/>.
- L. 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- M. Each Subcontractor shall operate an office in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety, sanitation, insurance

coverage, and wage requirements.

- N. The Subcontractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- O. Federal Programmatic Regulations (as marked below):
- TITLE III (CFDA# 93.043)

NONDISCRIMINATION BY SUBCONTRACTORS

- A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Subcontractor agrees to comply with federal and state laws, rules and regulations, GA DHS and NEGRC's policies relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, handicap, age, creed, veteran status, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. NONDISCRIMINATION IN SERVICE PRACTICES: The Subcontractor agrees to comply with Federal and State laws, rules and regulations, GA DHS and the NEGRC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, handicap, age, creed, veteran status, or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Subcontractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. SUBCONTRACTOR'S OBLIGATIONS REGARDING SUB-SUBCONTRACTORS: The Subcontractor agrees to require any Sub-Subcontractor performing services funded through this contract to comply with all provisions of the Federal and State laws, rules, regulations, and policies described in this paragraph.

CONFIDENTIALITY

The Subcontractor agrees to abide by all State and Federal laws, rules and regulations, DHS and NEGRC policies and procedures respecting confidentiality of an individual's records. The Subcontractor will not disclose any confidential or protected information obtained in any way from DHS or NEGRC without the express written authorization from DHS or NEGRC.

The following minimum requirements will be met:

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

The Subcontractor agrees to notify the NEGRC within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning customers or clients.

INSPECTION OF WORK PERFORMED

The Subcontractor must maintain accurate administrative, fiscal, personnel, and client case records that will be accessible and available to authorized representative of the NEGRC, GA DHS/DAS, and others, as required by law.

CONFLICT OF INTEREST

The Subcontractor, GA DHS and NEGRC certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect. The Subcontractor agrees to notify the NEGRC within one (1) calendar day of the determination that a conflict of interest has occurred.

CONTRACT MODIFICATIONS AND RIGHT TO SUSPEND CONTRACT

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

The NEGRC and GA DHS reserves the right to suspend the contract/subgrant in whole or in part in event that the NEGRC and GA DHS investigation into the performance and delivery of services by Subcontractor or in good faith determines that there is a likelihood that the Subcontractor is failing to comply with the quality of services or the specific completion schedule of its duties under the contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

TERMINATION

The NEGRC or the Subcontractor may terminate this Contract due to non-availability of funds, default or for cause, for convenience or immediately at any time by giving a thirty (30) day written notice to the other party of such termination and specifying the effective date of such termination. In that event, all information and materials produced or collected under this Contract or used in the performance of the scope of services shall, at the option of NEGRC, become the property of NEGRC. If this Contract is terminated, the Subcontractor will be reimbursed for the otherwise allowable actual expenses incurred by the Subcontractor up to and including the effective date of such termination.

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

COOPERATION IN TRANSITION OF SERVICES

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

SUBCONTRACTS

The Subcontractor hereby agrees to be responsible for the performance of any Sub-Subcontractor to whom any duties are delegated under any provision of this contract. The Subcontractor agrees to reimburse the NEGRC and the GA DHS for any federal or state audit disallowances arising from the Sub-Subcontractor's performance or non-performance of duties under this contract which are delegated to the Subcontractor. The Subcontract shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any Sub-Subcontractor who fails to adhere to the contract requirements. The Subcontractor's failure to proceed against a Sub-Subcontractor will constitute a separate breach by the Subcontractor in which case the NEGRC and the GA DHS may pursue appropriate remedies as a result of such breach.

INDEMNIFICATION

Subcontractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, hold, protect and save harmless the NEGRC, the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss or damage for bodily injury (including but limited to death, personal injury, property, damage), attorneys' fees caused by, growing out of, or otherwise happening in connection with this contract due to any act or omission on the part of the Subcontractor, its agents, employees, Sub-Subcontractors, or others working at the direction of Subcontractor or on Sub-Subcontractor's behalf; or due to the any breach of this contract by the Subcontractor (collectively, the "Indemnity Claims"). Subcontractor agrees to indemnify the NEGRC and GA DHS for the acts or omissions of those employees or agents, even if such indemnity is considered to have resulted from the fault or negligence of the Indemnitees.

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

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

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

INSURANCE

The Subcontractor shall procure and maintain insurance that shall protect the Subcontractor from any claims for bodily injury, property damage, or personal injury that may arise throughout the duration of the contract, and as, may otherwise be specified herein. Subcontractor shall procure the insurance policies at its own expense and shall furnish and be on file with the NEGRC and GA DHS an insurance certificate of the coverage required in this section listing the GA DHS as certificate holder. The insurance policy shall also name the GA DHS as an additional insured. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of authorized agent; name of the insurance company (Licensed to operate in Georgia); and a description of the coverage in detailed standard terminology; and an acknowledgement that notice of cancellation is required to be given to the NEGRC and GA DHS. Subcontractor is required to obtain and maintain the following types of insurance coverage for the duration of the contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. Subcontractor shall require all Sub-Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence) to include contractual liability. \$1 million per occurrence/\$3-million-dollar aggregate policy limits
- C. Business Auto Policy (Occurrence) to include but not limited to liability coverage on any owned, non-owned and hired vehicle used by the Subcontractor or Subcontractor's personnel in the performance of this contract. \$1 million per occurrence/\$3-million-dollar aggregate policy limits.
- D. Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. \$1 million per occurrence/\$3 million aggregate policy limits.
- E. Commercial Umbrella Policy (Occurrence). An umbrella policy may cover the aggregate policy limits required herein. There must be no gap between the \$1 million- and \$3 million-dollar policy limits and the umbrella policy must follow the form of the underlying \$1 million primary policy.

The Subcontractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements of this section.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 10 days prior written notice has been given to the NEGRC and GA Department of Human Services. Certificates of Insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Department. All

such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof. At all times, coverage shall be within limits acceptable to the Department.

DRUG-FREE WORKPLACE

- A. If Subcontractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Subcontractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - 1. A drug-free workplace will be provided for the Subcontractor's employees during the performance of this contract; and
 - 2. It will secure from any Sub-Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Subcontractor's Name), (Sub-Subcontractor's Name), certifies to the Subcontractor that a drug-free workplace will be provided for the Sub-Subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".
- C. Subcontractor may be suspended, terminated, or debarred if it is determined that:
 - 1. The Subcontractor has made false certification hereinabove; or
 - 2. The Subcontractor has violated such certification by failure to conduct the requirements of Official Code of Georgia Annotated Section 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

SUBCONTRACTOR ACCOUNTING REQUIREMENTS

Subcontractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (collectively the "records") to the extent and in such detail as will accurately reflect all payments received under this contract. Subcontractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the contract shall be readily ascertainable there from.

FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to 31 US Code § 1352 Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Subcontractor agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subcontractor shall file with the NEGRC a signed "Certification Regarding Lobbying," attached hereto as **Annex C**, Certification Regarding Lobbying.
 3. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
 4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Subcontractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- B. Subcontractor further agrees that in accordance with the Federal appropriations act:
1. No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before

the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Subcontractor further agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.
- D. Penalties:
1. Any Subcontractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
 2. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
 3. The Subcontractor shall require that the prohibitions and requirements of this paragraph be included in the award document for all sub awards at all tires (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CRIMINAL HISTORY INVESTIGATIONS

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

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this contract, the Subcontractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Idemia-GAPS System. Subcontractors must register with the GAPS at <https://ga.state.identogo.com> and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. 49-2-14, after receiving and reviewing the criminal history report generated through the Idemia-GAPS process, will notify the NEGRC and GA DHS if the applicant is eligible or not eligible to provide services. Said advertisement will be accomplished through a fitness determination letter issued by the GA DHS's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history needs further review. If it is determined that the applicant is not eligible to provide services to the GA DHS, said applicant will not be eligible to provide services to the NEGRC or GA DHS under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
1. Persons employed in day-care centers, group day-care homes, family day-care homes, or childcare learning centers which are required to be licensed, registered, or commissioned by the GA DHS or by the Georgia Department of Early Care and Learning or
 2. Personal care homes required to be licensed, permitted, or registered by the GA Department of Community Health.

AIDS POLICY

Subcontractor agrees, as a condition to provision of services to the NEGRC and GA DHS's consumers /customers/clients/patients, not to discriminate against any consumer/customer/client/patient that may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subcontractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the NEGRC, appropriate division or office of the GA DHS, as the Subcontractor deems necessary. The Subcontractor further agrees to refer those consumers /customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180, CFR Part 376, and 45 CFR § 75.213, Subcontractor certifies by signing Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transition that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Subcontractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

SECTION II SPECIAL TERMS AND CONDITIONS

NEGRC AND SUBCONTRACTOR AGREEMENTS

The GA DHS and NEGRC has a need for and desires a comprehensive delivery system with an array of services for the elderly and/or persons with disabilities in the July 1, 2022, Planning and Service Area of Georgia pursuant to the Federal Older Americans Act of 1965, Public Law 89-73, as amended, and funded by the various fund sources indicated below. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement.

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

SECTION III CONTRACT PAYMENT PROVISIONS

The NEGRC will make payment to the Subcontractor once the payment is received from the GA DHS. The GA DHS will make payment to the NEGRC within thirty (30) days of receipt of the required documentation that has been approved by the GA DHS. The following selected terms and conditions apply and may include additional provisions:

PAYMENT TO SUBCONTRACTOR AND SUBCONTRACTOR MATCH REQUIREMENT:

Upon the GA DHS's approval of subsequent amendments to the budget for contracted services in the DAS Data System (DDS), the NEGRC may make contract amendments to reflect budget changes. The NEGRC will provide the Subcontractor with a copy of the revised budget for the Subcontractor's records. The quantity of the specific services to be provided is as specified in **Annex F**, Area Plan Budget Service Summary Report.

A. Title III OLDER AMERICANS ACT

Title IIID = 100% Federal

B. COMMUNITY BASED SERVICES (CBS)

CBS = 100% State

REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH

- A. Monthly reimbursement by NEGRC and the GA DHS of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the Subcontractor accounting records and reported to the NEGRC on the required expenditure report as per 45 CFR §§ 75.362 and 75.372(c). Verifiable accounting records which identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the

appropriate Federal cost principles. The State term “certified cost” and the federal term “cash contributions” are synonymous terms are defined below:

Cash Contributions: Cash contributions represent the Subcontractor’s cash outlay, including the outlay of money contributed to the Subcontractor by other public agencies and institutions, and private organizations and individuals. When specifically authorized in writing by Federal legislation, Federal funds received from other grants may be considered as grantee’s cash contribution.

B. The State and Federal term “in-kind match” is defined as:

1. In-Kind Contributions: In-Kind contributions represent the value of non-cash contributions provided by (1) Subcontractor, (2) other public agencies and institutions, and (3) private organizations and individuals. In-Kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract. When specifically authorized in writing by Federal legislation, property purchased with Federal funds may be considered as grantee’s in-kind contribution.
2. The following requirements pertain to the Subcontractor’s supporting records for in-kind contributions from private organizations and individuals:
 - a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
 - b. The basis for determining the charges for personal services, materials, equipment, buildings, and land must be documented.

C. The Subcontractor further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific Contract/Federal program and that these records will be available for the NEGRC and the GA DHS, Department of Audits and/or Federal auditors to review.

D. The Subcontractor agrees to submit a monthly Certified Cost Report, DHS Form #5215, **Annex F**, not later than the fifth (5th) working day following the end of each month during the term of this contract.

E. Subcontractors that utilize Sub-Subcontractor provided in-kind match or certified cost match will maintain on file the Sub-Subcontractors, Form #5215 as supporting documentation of their own Form #5215.

- F. The Subcontractor agrees to furnish annual cash or in-kind contributions which shall, at a minimum, represent ten percent (10%) of the total Title III funds received.

CONTRACT BUDGET

- A. The budget summary attached to this Contract in the Annexes titled Area Plan Budget Fund Source Summary and Area Plan Budget Service Summary are made a part of this Contract.
- B. The Subcontractor agrees that the NEGRC will be provided a cost allocation plan as part of the budget should the Subcontractor provide any services other than those specified in this contract.
- C. Any Program Income Cost Share generated as a result of service/activities pursuant to this Contract shall be collected and expended in compliance with Federal and State laws and GA DHS program policies, see DAS Admin. Manual 5600, Sections 2025, 2026, 2027 and 2028; and shall be identified by service. The Subcontractor will develop procedures for assessing and collecting fees for any cost shared services, in accordance with DAS requirements.
- D. Program Income Cost Share collected shall be expended monthly or at intervals such that State and Federal funds are not expended at an accelerated rate.

PROGRAM INCOME COST SHARE

Program Income Cost Share are allowed to be collected from service recipients, their caregivers, or their representatives.

The Subcontractor shall use the Fee Scale developed by the GA DHS to determine the amount of cost share based on the declaration of individual income for both state and OAA funded Wellness Services. The Subcontractor shall allow participants the opportunity to give cost share in support of a program, in a manner that protects their confidentiality, without coercion or the presumption of receipt of service in exchange for the donation.

BUDGET VS. EXPENSE LIMITATION:

- A. The maximum reimbursement to the Subcontractor is the total State and Federal funds in this contract.
- B. Budget revisions are necessary in the following situations:
1. When the Scope or objectives of the program change.
 2. When line-item expenditures are expected to exceed 10% of the previously approved line-item budget.
- C. The Subcontractor will notify the NEGRC of the need to make a change in their budget so the budget can be revised in DDS and submitted to the GA DHS for approval. The NEGRC will notify

the Subcontractor once a determination has been made and a contract amendment will be sent out to the Subcontractor that includes revised budget reports.

FINANCIAL MANAGEMENT

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

Subcontractor shall meet the following standards for fiscal management systems, as prescribed by federal regulations:

- Financial reporting.
- Accounting records.
- Internal controls.
- Budgetary controls.
- Allowable costs.
- Source documentation.
- Cash management.

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

Subcontractor shall establish and maintain adequate internal controls and assure that all Sub-Subcontractors establish adequate internal controls. The Subcontractor shall document policies and procedures, including, but not limited to:

- Cash procedures, including requirements for handling participant contributions and guest fees; record keeping of cash receipts and expenditures; cash deposits; separation of cash handling from record-keeping responsibilities; and periodic reconciliation of all cash funds, including bank accounts.
- Bidding, purchasing and contracting procedures, in accordance with federal, state, and local requirements.
- Requirements for bid guarantees, performance bonds, and payment bonds for bids and contracts for construction and facility improvements, if applicable.
- Policies affecting the authorization of and reimbursement for in state and out-of-state travel; including required signatures and supporting documentation.
- Maintaining grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

The Subcontractor hereby agrees that all funding received for services provided in this contract, including, but not limited to federal, state, program income cost share and other funding will go back into the services they were collected for.

The Subcontractor agrees to maintain books, records, document, and other evidence pertaining to the costs and expenses of this Contract (collectively the “records”) to the extent and in such detail as will accurately reflect all payments received under this Contract. Subcontractor’s accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAPP); Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

REPORTING REQUIREMENTS

Monthly payments will be made upon submission of financial expenditure reports from the Subcontractor to NEGRC no later than the 5th working day following the end of each month during the term of this contract.

Financial Reports include, but not limited to, Monthly Line-item expenses and Report of Certified Costs (Title IIIB). The Subcontractor agrees to submit quarterly program narrative data/reports for ELAP in a timely manner.

The Subcontractor also agrees to submit the “Final Supplemental” expenditure report of this contract, if required, not later than 30 calendar days following the contract termination date. Any reimbursement request submitted after said 30 days will not be paid by NEGRC.

RECORD KEEPING

The Subcontractor hereby agrees to establish written procedures to assure proper development, maintenance, and retention of the following:

- All client records (kept confidential)
- All financial records
- Contract documents
- Expenditure reports and all accounting records used to prepare the expenditure report, including records for program income, fees and other cash or in-kind contributions
- Property records
- Other records required by the terms of the contract agreement or program rules and regulations
- Personnel records
- Statistical records, and
- All other records related to subcontractor performance

The Subcontractor hereby agrees to retain records for **seven years** from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year

period, Subcontractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.

Once documents, files, or information storage devices are no longer required to be maintained pursuant to contractual obligations or record retention schedules, that information can only be appropriately disposed of by shredding, erasing, or otherwise permanently destroying or making irreversibly indecipherable all physical forms of information that contain the confidential, personally identifiable and/or protected health information of clients. Documents and information storage devices must be kept secure in compliance with record retention schedules until they are destroyed. If documents are shredded, they must be shredded with a device that meets a minimum DIN security level P-4 rating or higher.

MONITORINGS AND AUDITS

The NEGRC shall conduct at least one annual on-site or desk review fiscal and program monitoring of the Subcontractor. The maximum allowable advance notice for both fiscal and programmatic monitoring shall be 48 hours. Unannounced visits are allowable. The NEGRC will also conduct quarterly desk reviews, of fiscal (expenditures) and programmatic performance of the Subcontractor. The monitoring of subcontractors includes assessing adherence to program guidelines and requirements, program integrity and public purpose of services provided. The NEGRC will submit a formal, written report of the monitoring results stating the performance status and any required corrective actions that must be furnished.

The NEGRC will also send out consumer satisfaction surveys to clients as part of the annual evaluation of the Subcontractor performance. The NEGRC will use the survey results to determine what technical assistance is needed for the improvement of provider operations and/or service quality when indicated. The NEGRC will provide specific, written feedback to the Subcontractor regarding consumer satisfaction survey results findings and technical assistance to the Subcontractor in developing strategies for improvement of results or corrective action plans, when indicated. The NEGRC will also furnish the customer satisfaction results to the GA DHS/DAS on a yearly basis or upon request.

The GA DHS or its authorized representative shall have the right to enter into the premises of the Subcontractor and/or all Sub-Subcontractors, or any place where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

ANNUAL FISCAL AUDITS

Subcontractors that expend \$750,000 or more in **Federal awards** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements.

Subcontractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State Funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in

accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants.

All Subcontractors receiving more than three hundred thousand dollars (\$300,000) in **Federal** funds per year shall be audited according to the provisions of the Single Audit Act of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations."

Subcontractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external audit standards and sanctions, see the Georgia Department of Human Services On-line Directives Information System POL 1902-External Entities Audit Standards and Sanctions.

Subcontractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the closing of the Subcontractor's year.

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

The Subcontractor agrees that the NEGRC and GA DHS may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Subcontractor may also repay the NEGRC and GA DHS for the total exception by certified funds.

CRITICAL INCIDENT REPORTING

Subcontractor has the responsibility for ensuring the health, welfare and safety of NEGRC and GA DHS clients/consumers/customers served under this contract is not placed in any jeopardy. Therefore, the Subcontractor shall have an effective response system when critical incidents occur. This responsibility is for any and all Sub-Subcontractors employed by the Subcontractor to provide services pursuant to this contract.

- A. In the case of an emergency, Subcontractor shall ensure that a call is placed to the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Subcontractor shall have a formal written critical reporting procedure that is approved by the licensing or certification authority, if applicable, NEGRC and the GA DHS.
- C. Subcontractor is responsible for taking necessary actions to protect NEGRC and GA DHS clients from any possibility of harm. In doing this, Subcontractor should preserve evidence for an investigation if one is to be conducted.

- D. The NEGRC will notify the GA DHS/DAS staff of the critical incident and results of any immediate action taken. Subcontractor is also expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The NEGRC and the GA DHS will determine whether the Subcontractor actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the NEGRC or Department of Human Services will determine:
 - 1. Whether or not client's health, safety and welfare are protected.
 - 2. That the response to the situation and event was reasonable and appropriate.
 - 3. That the Subcontractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken.
 - 4. That Subcontractor and/or its staff or Sub-Subcontractors involved in the incident appear to be trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Subcontractor agrees to cooperate with the NEGRC and GA DHS in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Subcontractor shall produce and post a "Notice Concerning Critical Incident Reporting" sign. The signage must conform in content to the attached Annex I titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, public area accessible to clients/customers/consumers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timeliness of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Subcontractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Subcontractor's or the GA DHS's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PROPERTY MANAGEMENT REQUIREMENTS

The Subcontractor agrees:

- A. To maintain written procurement procedures, which comply with the policies and procedures as promulgated in the DHS Manual 1460: Personal Property Management, which are by reference made a part of this contract.
- B. That all non-expendable private property purchased, in total or in part, with funds received from the NEGRC and the GA DHS during the term of this contract and all previous contracts is property of the State of Georgia and the NEGRC and is subject to the rules and regulations of the GA DHS

throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the NEGRC and the GA DHS Office of Facilities and Support Services, Construction and Real Property Section.

- C. To work with NEGRC staff to complete Form #5111, Detailed Equipment Listing within thirty (30) days after acquisition of such property. The form includes, at a minimum, a description of the property, the manufacturer's identification number, the source of funding for the purchase, the acquisition date, and acquisition cost. The NEGRC will then forward form #5111 to the GA DHS/DAS and they will then forward the form to the DHS Offices of Facilities and Support Services, Asset Services Section.
- D. **To conduct a physical inventory of property and reconcile the results with existing property records at least once a year.** Subcontractor understands that the requirements for inventory of property and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed. Any difference between items determined by the physical inspection and those shown in the accounting records of the Subcontractor shall be investigated to determine the causes for the difference. The Subcontractor shall, in connection with the inventory, verify the existence, current utilization and continued need for the property.
- E. To provide a current inventory list to the NEGRC to assist in the participation of the GA DHS Annual Content Inventory Audit with the DHS Office of Facilities and Support Services (OFSS) Asset Management Unit.
- F. If the contract is terminated prior to expiration or is not renewed, Subcontractor agrees to work with the NEGRC to properly dispose of all state property with guidance from the GA DHS Office of Facilities and Support Services (OFSS) Asset Management Unit.

ENTIRE AGREEMENT

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

CONTRACT ANNEX INCLUSION

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

- ☒ Annex A Area Plan Provider Services List
- ☐ Annex B Program Performance Report
- ☒ Annex C Certification Regarding Lobbying
- ☒ Annex D Debarment Certification
- ☒ Annex E Area Plan Budget Summary Reports
- ☒ Annex F Report of Certified Costs/In-kind
- ☒ Annex G HIPAA Business Associate Agreement
- ☒ Annex H Federal Grant Award Information
- ☒ Annex I Notice Concerning Critical Incident Reporting
- ☒ Annex J Security and Immigration Affidavit
- ☒ Annex K Assurance of Compliance with Title VI of the Civil Rights Act of 1964
- ☒ Annex L Assurance of Compliance with the Americans Disabilities Act of 1990

SIGNATURES TO CONTRACT BETWEEN
THE NORTHEAST GEORGIA REGIONAL COMMISSION

AND

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

Acting for and on behalf of the

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

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

LETTER OF TRANSMITTAL**Appendix L**

(Include on Company Letterhead)

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 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.