



MORGAN COUNTY COMMISSION
A G E N D A
July 20, 2021
5:00 PM
150 East Washington Street, Madison, GA
2nd Floor Board Room

Pledge and Invocation

Agenda Approval

Minutes

1. July 6, 2021 BOC Meeting

Unfinished Business

2. Morgan County Planning & Development is requesting a text amendment to Article 7 of the Morgan County Zoning Ordinance related to recreational vehicles.

New Business

3. FY22 Aging Services Contract with NEGRC
4. Acceptance of a portion on Westminster Way and all of Lancaster Lane in to the County road network
5. Purchase of Patrol Rifles
6. Purchase of SCBAs
7. Purchase of Extrication Tools
8. New Contract for Printers/Copiers
9. Commissioner Liaison Reports
10. Public Comments on Agenda Items

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA,
MET THIS DAY IN REGULAR SESSION.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, Procurement Director Mark Williams, County Attorney Christian Henry, and County Clerk Leslie Brandt.

The meeting was called to order at 10:00 a.m., followed by the Pledge of Allegiance and Invocation.

AGENDA APPROVAL

Motion by Commissioner Ainslie, Seconded by Commissioner Harris to approve agenda with the following addition: Executive Session-Litigation. Unanimously Approved.

SCHEDULE PUBLIC COMMENT-SHARON HUFF

Sharon Huff came before the Board to discuss issues at the intersection of Highway 83 and Sandy Creek Road in reference to vehicle accidents.

MINUTES

June 15, 2021 BOC Meeting

June 22, 2021 BOC Special Called Meeting

MOTION by Commissioner Harris, Seconded by Commissioner Kurtz to approve the minutes as presented. Unanimously Approved.

CONSENT AGENDA

Motion to accept as information the June 2021 payables to include General Fund in the amount of \$852,479.44, TSPLOST in the amount of \$333,779.10, SPLOST in the amount of \$3,290,590.32, General Fund electronic payments in the amount of \$324,643.83 and the June 2021 financials.

MOTION by Commissioner Riden, Seconded by Commissioner Harris to approve the consent agenda as presented. Unanimously Approved.

FENCING FOR NEWBORN ROAD COMPACTOR SITE

The proposed fencing will separate the open top dumpsters for bulk waste, metal, and yard debris from the household garbage compactor.

Bids Received	
Precision Fencing	\$16,812.05
D&D Fencing	\$14,785.00

MOTION by Commissioner Riden, Seconded by Commissioner Kurtz to purchase fencing and installation from D&D Fence for \$14,785 and to transfer \$14,785 from Capital Projects Fund Reserve to Solid Waste. Unanimously Approved.

PURCHASE OF WHEEL LOADER FOR SOLID WASTE

The current wheel loader at Solid Waste is beyond repair. The current loader will be surplus and sold. United Rentals located a 2014 Case model 621F with 2,813 hours. The loader was inspected and determined to be in very good mechanical condition. United Rentals quoted \$77,000 for the wheel loader and an additional \$12,000 to replace the tires with new foam filled tires. The total cost is \$89,000 and is a budgeted item for FY22.

MOTION by Commissioner Riden, Seconded by Commissioner Harris to approve the purchase of the Case wheel loader with foam filled tires for \$89,000 from United Rental. Unanimously Approved.

MAULDIN & JENKINS ENGAGEMENT LETTER FOR FY22 AUDIT

The Board approved a 3-year contract with Mauldin & Jenkins, which goes through FY2022. The amount approved on the original contract for FY2022 was \$37,000. Because of funds from Cares Act and the American Rescue Plan Act, we are now required to have a single audit which cost an additional \$5,000. The total amount of the engagement is now \$42,000.

MOTION by Commissioner Riden, Seconded by Commissioner Harris to approve the FY2022 engagement letter for auditing services with Mauldin & Jenkins for \$42,000. Unanimously Approved.

PURCHASE AEDs FOR SHERIFF'S OFFICE VEHICLES

The Sheriff's Office is requesting 31 AEDs to be placed in each vehicle. Having the units in each vehicle will increase the potential to provide immediate aid until more skilled responders and an ambulance arrive on scene. A quote was obtained from Boundtree Medical for \$37,200. The County can purchase from National EMS contract for reduced pricing. This is a budgeted item for FY2022.

MOTION by Commissioner Harris, Seconded by Commissioner Ainslie to approve the purchase of 31 AEDs from Boundtree Medical for \$37,200. Unanimously Approved.

CVB BOARD VACANCY

The term of Laura Rotroff expired June 30, 2021. One application was received from Carol Sanchez to be considered for appointment.

MOTION by Commissioner Riden, Seconded by Commissioner Harris to appoint Carol Sanchez to the CVB Board with term ending June 30, 2024. Unanimously Approved.

DEVELOPMENT AUTH. BOARD VACANCY

There is an unexpired vacant term on the Development Authority Board. One application was received from Robert Bell to be considered for appointment.

MOTION by Commissioner Ainslie, Seconded by Commissioner Kurtz to appoint Robert Bell to the Development Authority Board with term ending December 31, 2022. Unanimously Approved.

QUITCLAIM DEED-PORITION OF OLD U.S. HWY. 441

The Board abandoned a portion of Old U.S. Hwy. 441 at the April 6, 2021 Board meeting. This item is for two quitclaim deeds for the two property owners that live along the abandoned portion of Old U.S. Hwy. 441 (Plainview Development, Inc., and Pamela Wolsky Stratton).

MOTION by Commissioner Ainslie, Seconded by Commissioner Kurtz to approve two quitclaim deeds to deed a portion of Old U.S. Hwy. 441 that was officially abandoned April 6, 2021 to Plainview Development, Inc. and Pamela Wolsky Stratton as presented. Unanimously Approved.

QUITCLAIM DEED-PORITION OF CUMMING DR. (CR67)

The Board abandoned a portion of Cumming Drive (CR67) at the April 6, 2021 Board meeting. This quitclaim deed is to deed the abandoned portion to property owner (Barbara Williams Sauerbier) that lives along the abandoned portion.

MOTION by Commissioner Ainslie, Seconded by Commissioner Riden to approve the quitclaim deed to deed a portion of Cumming Drive (CR67) that was officially abandoned April 6, 2021 to Barbara Williams Sauerbier as presented. Unanimously Approved.

COUNTY MANAGER REPORT

County Manager, Adam Mestres, presented a monthly overview of Morgan County government's current projects and/or issues.

PUBLIC COMMENTS ON AGENDA ITEMS

No public comments were made.

TEXT AMENDMENT TO ADD CHAPTER 7.43 RECREATIONAL VEHICLES TO THE MORGAN COUNTY ZONING ORDINANCE.

This item was tabled at the June 1, 2021 BOC meeting. The text amendment is being requested to address recreational vehicles on private property. The Board reviewed the updated changes with Jarrell.

Chairman von Hanstein allowed proponents to speak:

Gary Savage, Buckhead resident spoke in favor of the amendment. He also suggested creating an online registration for landowners and renters.

Chairman von Hanstein allowed opponents to speak:

No one spoke in opposition.

MOTION by Commissioner Riden, seconded by Commissioner Harris to table the text amendment regarding recreational vehicles. Unanimously Approved.

MORGAN COUNTY PLANNING & DEVELOPMENT IS REQUESTING A TEXT AMENDMENT TO CHAPTER 7.36 OF THE MORGAN COUNTY ZONING ORDINANCE RELATED TO WELLNESS RETREATS.

Discussion only.

Planning Director, Chuck Jarrell presented a request for a text amendment to remove Chapter 7.36 Wellness Retreats from the Morgan County Zoning Ordinance. In 2014, Wellness Retreat was added to the Zoning Ordinance as part of an overhaul of personal care related uses. In December 2014, Bobby Robinson was approved for Morgan County's Wellness Retreat, but he never opened the Wellness Retreat and the approval expired.

In the last 6 months, the Planning staff received 4 serious inquiries related to Wellness Retreats. Unfortunately, people have discovered that the definition of Wellness Retreat can be broadly construed and abused. Planning staff is proposing that the use be removed entirely from the Ordinance and anyone who wants to operate a health-related retreat can seek a text amendment in the future to add language specific to their use.

Chairman von Hanstein allowed proponents to speak:

No one spoke in favor.

Chairman von Hanstein allowed opponents to speak:

No one spoke in opposition.

No motion was made. This was a discussion item only.

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit regular session at 11:35 a.m. Unanimously Approved.

EXECUTIVE SESSION- LITIGATION

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to enter Executive Session to discuss litigation at 11:35 a.m. Unanimously Approved. (Original signed Affidavit in Executive Session Legal Requirement Book).

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit Executive Session and adjourn 11:57 a.m. Unanimously Approved.

Philipp von Hanstein, Chairman

ATTEST:

Leslie Brandt, County Clerk

Proposed Recommendations for Chapter 7.43 - Individual Recreational Vehicles

1. Request approval to add Chapter 7.43 as submitted as recommended by staff and the Planning Commission. **(Exhibit 2)**
2. Request approval to delete Section 7.18.15 of the existing language. **(Exhibit 1)**
3. Deny the request to add Chapter 7.43 to the Morgan County Zoning Ordinance. **(Exhibit 2)**
4. Deny the request to delete Section 7.18.15. **(Exhibit 1)**
5. Request approval of some or all modifications identified in red to Chapter 7.43, as listed below. These modifications are based on public and Commissioner comments. **(Exhibit 3)**
6. Based on Commissioner comments a few revisions were made. All new comments are in blue.
7. **Discussion** - If registration fees will be charged, a fee schedule will need to be determined. A minimum fee of \$50.00 is recommended.

Existing Language Currently in the Zoning Ordinance (Exhibit 1)

Section 7.18.15 Recreational Vehicles on Private Lots

Individual recreational vehicles occupied temporarily by a guest of the owner or tenant of the property on which the recreational vehicle is located, shall be allowed, not to exceed 15 consecutive calendar days in any 60 day period. No recreational vehicle shall be used as a permanent residence on any private lot.

Proposed Language Recommended by the Planning Commission (Exhibit 2)

Chapter 7.43 Individual Recreational Vehicles

Section 7.43.1 Purpose and Intent

The purpose of this Chapter to detail Morgan County's individual recreation vehicle regulations, which are separate from regulations described in this Ordinance for Recreational Vehicle Parks. It is Morgan County's policy that individual recreational vehicles shall not be considered equivalent to, not be permitted as, permanent residential structures.

Section 7.43.2 Prohibitions

Individual recreation vehicles are not permitted as permanent residences in any zoning district. No recreational vehicle may be connected to a well, septic tank or to an electrical power pole, temporary or otherwise. Waste from recreational vehicles may not be buried or disposed of on the ground. Except for the purpose and time frame provided for in Section 7.43.4, no electrical cords or generators may be used to provide power to any recreational vehicle, nor may any water line be connected. In addition to the presence of water, septic or electrical connections, the following factors may constitute acts to be considered indicative of residential use: 1. Evidence of persons entering or exiting the vehicle; 2. Illumination of the vehicle; 3. Accessory structures about the vehicle; 4. Window masking; 5. Expanded bays "popped out."

Section 7.43.3 Storage of Recreational Vehicles

No recreational vehicle may be stored on property that does not contain a residence. No more than one recreational vehicle may be stored on property in any zoning district, unless approved as a Recreational Vehicle Park or Campground. Recreational vehicles shall not be parked in the front yard.

Section 7.43.4 Recreational Vehicles as Temporary Guest Housing

Recreational vehicles may be used as temporary guest housing in zoning districts where single family dwellings are permitted. Recreational vehicles that are owned by non-Morgan County residents, guests or visitors and are registered and tagged from outside the county may be parked or occupied by guests or visitors on property on which a permanent occupied dwelling is located for a total cumulative period not to exceed 30 days per calendar year while visiting the resident of such property. This cumulative total period may include visits by a single guest or multiple guests over the period, but no more than one recreational vehicle at a time. Such recreational vehicles may not be parked on a street, sidewalk or right-of-way.

Revised Language based on Comments from Public and Commissioners (Exhibit 3)

Chapter 7.43 ~~Individual~~ Recreational Vehicles

Section 7.43.1 Purpose and Intent

The purpose of this Chapter ~~is~~ to detail Morgan County's Individual Recreational Vehicle regulations, which are separate from regulations described in this Ordinance for Recreational Vehicle Parks. It is Morgan County's policy that ~~Individual~~ Recreational Vehicles shall not be considered equivalent to, ~~not~~ ~~nor~~ be permitted as, ~~nor be occupied as,~~ a permanent residential structure.

Section 7.43.2 Prohibitions

No Recreational Vehicle ~~may~~ ~~shall~~ be stored on property that does not contain a ~~principal~~ residence.

~~Individual~~ Recreation Vehicles shall not be permitted ~~or occupied~~ as a permanent residence in any zoning district.

No Recreational Vehicle ~~may~~ ~~shall~~ be connected to a well, ~~public water source,~~ septic tank, ~~sewer system~~ or to an electrical power pole. ~~temporary or otherwise.~~ **Exception:**

1. ~~When a Recreation Vehicle is in a legally approved Recreational Vehicle Park or Campground, or otherwise approved in Section 7.43.4; or~~
2. ~~When a Recreational Vehicle is part of an established hunting camp that has these amenities pre-existing to the adoption of this ordinance.~~

Sanitary waste ~~or grey water~~ from Recreational Vehicles shall not be ~~discharged,~~ buried, or ~~otherwise~~ disposed of on the ground.

No Recreational Vehicle that is wrecked, dismantled, inoperative, dilapidated, or unregistered shall be parked or stored in any zoning district. Any Recreational Vehicle meeting these criteria, shall be deemed a public nuisance.

Except for the purpose and time frame provided for in Section 7.43.4, no electrical cords or generators may be used to provide power to any Recreational Vehicle, nor may any water line be connected. In addition to the presence of water, septic or electrical connections, the following factors may constitute acts to be considered indicative of residential use:

1. Evidence of persons entering or exiting the vehicle
2. Illumination of the vehicle
3. Accessory structures about the vehicle
4. Window masking
5. Expanded bays “popped-out” Slide-outs extended

Section 7.43.3 Storage of Recreational Vehicles

No Recreational Vehicle may shall be stored on property that does not contain a residence.

Legally stored Recreational Vehicles shall not be used for living, sleeping or housekeeping purposes, nor shall they be used as storage sheds.

No more than one Recreational Vehicle may be stored on property in any zoning district, unless approved as a Recreational Vehicle Park or Campground.

Recreational Vehicles must be currently registered and tagged, having the official, current license plate mounted in the appropriate location on the vehicle.

Recreational Vehicles shall be parked in the side or rear yard of the principal residence. ~~No Recreational Vehicles shall be parked between the principal residence and the street. in the front yard~~ Recreational Vehicles may be parked inside an enclosed accessory building located in the front yard, if permitted.

No Recreational Vehicles shall be parked or stored within any designated setback for the district.

Section 7.43.4 Recreational Vehicles as Temporary Guest Housing

Section 7.43.4.1 – Traveling Guest Accommodations

Recreational Vehicles may be used as temporary guest housing in zoning districts where single family dwellings are permitted. Recreational Vehicles that are owned by non-Morgan County residents, guests or visitors and are registered and tagged from outside the county may be parked or occupied by guests or visitors on property on which a permanent occupied dwelling is located for a total cumulative period not to exceed 30 days per calendar year while visiting the resident of such property. This cumulative total period may include visits by a single guest or multiple guests over the period, but no more than one recreational vehicle at a time.

If guests are staying for more than nine (9) consecutive days at any one time, the property owner must obtain a Recreational Vehicle Temporary Guest permit. ~~The property owner must obtain a Recreational Vehicle Temporary Guest permit, which shall not be valid for more than thirty (30) days in a calendar year.~~

Recreational Vehicles shall not be parked on a street, sidewalk, right-of-way or ~~within a required setback.~~

Recreational Vehicles must be currently registered and tagged, having the official, current license plate mounted in the appropriate location on the vehicle. ~~The Recreational Vehicle must be maintained in good aesthetic appearance and function and be kept road worthy~~ and maintained in good condition. Waste disposal shall be limited only to the Recreational Vehicle's holding tank or to an above ground holding tank that is regularly pumped by a waste disposal company. A Recreational Vehicle shall not be connected directly to a septic tank or sewer connection.

Section 7.43.4.2 – Special Circumstance Accommodations

A Recreational Vehicle may be approved as temporary housing for a limited time up to ~~three (3)~~ six (6) months under special circumstances. Those special circumstances include temporary accommodation during the reconstruction of the principal residence on the subject property after a natural disaster, such as a tornado, or due to fire or water damage, or for temporary medical care of a family member.

Applicant must obtain a Recreational Vehicle Temporary Housing permit, which shall not be valid for more than ~~three (3)~~ six (6) months. To renew this permit, the applicant must receive approval from the Morgan County Board of Commissioners for not more than one (1) additional six (6) month period.

The Recreational Vehicle Temporary Housing permit application must be accompanied by the following:

- "Letter of Need", explaining the circumstances requiring the need for temporary housing.
- Fire damage: Copy of fire report with pictures.
- Tornado and water damage: Copy of insurance report with pictures.
- Medical care: Letter from the medical care provider, identifying the level of home care and approximate time.

The application and supporting documentation will be evaluated to determine if administrative approval may be granted for using a Recreational Vehicle as temporary housing.

Recreational Vehicles must be currently registered and tagged, having the official, current license plate mounted in the appropriate location on the vehicle. ~~The Recreational Vehicle must be maintained in good aesthetic appearance and function and be kept road worthy.~~ The Recreational Vehicle must be road worthy and maintained in good condition. Waste disposal shall be limited only to the Recreational Vehicle's holding tank or to an above ground holding tank that is regularly pumped by a waste disposal company. A Recreational Vehicle shall not be connected directly to a

septic tank or sewer connection. No structures such as porches, storage space, additional rooms, permanent stairs, or the like, may be attached to the recreational vehicle.

Section 7.43.4.3 – Hunting Lease Accommodations

A Recreational Vehicle may be approved as temporary housing for seasonal hunting accommodations. Applicants shall obtain a yearly Seasonal Hunting Accommodation permit to occupy a Recreational Vehicle on any leased property in Morgan County during hunting season. ~~The Recreational Vehicle shall not be occupied no more than nine (9) consecutive days at any one time during the hunting season.~~

The Seasonal Hunting Accommodation permit application must be accompanied by the following:

- Copy of Hunting Lease with property owner.
- Map of leased property indicating location of Recreational Vehicle.

Recreational Vehicles must be currently registered and tagged, having the official, current license plate mounted in the appropriate location on the vehicle. ~~The Recreational Vehicle must be maintained in good aesthetic appearance and function and be kept roadworthy.~~ The Recreational Vehicle must be road worthy and maintained in good condition. Waste disposal shall be limited only to the Recreational Vehicle's holding tank; to an above ground holding tank or portable toilet that is regularly pumped by a waste disposal company. A Recreational Vehicle shall not be connected directly to a septic tank or sewer connection unless connections are pre-existing. No permanent or temporary electrical poles shall be allowed unless the electrical poles are pre-existing. No structures such as porches, storage space, additional rooms, permanent stairs, or the like, may be attached to the recreational vehicle.

Recreational Vehicles must be removed from leased property at end of said hunting season.

Section 7.43.5 Recreational Vehicle Registration

When required by this Chapter, individuals will be required to file an application with supporting documentation to obtain a permit. Applications can be obtained from Morgan County Planning and Development to register Recreational Vehicle. A copy of the registration certificate must be attached to a window, visible from the exterior of the Recreational Vehicle. A registration fee may be required as approved, from time to time, by the Morgan County Board of Commissioners.

Section 7.43.6 Penalties

Failure to follow the requirements of this Chapter may result in the revocation of the use permit, denial of future use permits, or citations per day that the violation exists. Penalties for Violation is further described in Chapter 2.17 of this Ordinance.



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Approval for the FY2022 Aging Services Contract requested.
The total contract for all services is \$97,593.00, which was incorporated into the FY2022 Senior Center budget.
The breakdown of funding and services provided begin on page 33 of 48 in Annex E.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

AGING SERVICES

State of Georgia
Clarke County

CFDA#:93.053 (NSIP)
CFDA#:93.044 (Title III B)
CFDA#:93.045 (Title III C1, C2)
CFDA#:93.667 (SSBG)

CONTRACT

THIS CONTRACT entered into THIS 1ST day of July 2021 by and between the **Northeast Georgia Regional Commission, through its Area Agency on Aging Division** (hereinafter referred to as NEGRC) and **Morgan County Board of Commissioners** (hereinafter referred to as the CONTRACTOR).

WITNESSETH

WHEREAS, NEGRC desires to engage the CONTRACTOR 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 (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the funding agencies); and

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

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

ENGAGEMENT OF THE CONTRACTOR

The CONTRACTOR hereby agrees to provide an array of services for the elderly and/or disabled persons in the Northeast Georgia Planning and Service Area. Services rendered shall help the elderly and/or disabled adults and their caregivers to live independently in their communities for as long as possible thereby preventing premature institutional placement. The CONTRACTOR also agrees to accept new referrals, maintain current clients and to perform the services hereinafter set forth in accordance with the established standards of service and promptness contained herein.

TIME OF PERFORMANCE

The effective date of this Contract is July 1, 2021. All services required hereunder shall be completed on or before June 30, 2022, unless terminated earlier under other provisions of this contract.

SCOPE OF SERVICES

The CONTRACTOR shall render services to the elderly and/or disabled in a satisfactory and proper manner, as determined by NEGRC, the work and service described in **Annex A**, which is attached herein by reference and made a part of this contract.

FORMAL COMMUNICATIONS

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

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

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

C. All communications regarding this Contract from the NEGRC to the CONTRACTOR shall be addressed in writing to the Morgan County Board of Commissioners Chief Executive Director by the person executing this Contract on behalf of the NEGRC, his/her successor, or an individual designated by him/her in writing to act in his/her behalf.

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

Morgan County Board of Commissioners
P. O. Box 168
150 East Washington Street
Madison, Georgia 30650
Attn: Philipp von Hanstein
Telephone #: 706-342-0725
Fax Number: 706-343-6450
E-mail: pvonhanstein@morgancountyga.gov

NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS

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

- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, GA Department of Human Services rules and regulations, and the NEGRC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.

- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

- D. The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

- E. The CONTRACTOR agrees, as a condition to provision of services to the NEGRC's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient that may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or NEGRC, as the CONTRACTOR deems necessary. The

CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

CONFIDENTIALITY

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records according to the following minimum requirements:

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

The CONTRACTOR 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 NEGRC and the Georgia Department of Human Services or its authorized representatives shall have the right to enter into the premises of the CONTRACTOR and/or all subcontractors or any places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this contract and all applicable Federal and State laws and regulations, with or without notice, at any time during this contract.

The NEGRC, DHS and the federal government shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda and any other records

of the CONTRACTOR and subcontractor for the purpose of conducting and reviewing audit examinations, excerpts, and transcripts.

CONFLICT OF INTEREST

The CONTRACTOR certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect. The CONTRACTOR agrees to notify the NEGRC within one (1) calendar day of the determination that a conflict of interest has occurred.

CONTRACT DISPUTES AND THE RIGHT TO SUSPEND CONTRACT

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

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

TERMINATION

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

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

COOPERATION IN TRANSITION OF SERVICES

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

SUBCONTRACTS

The CONTRACTOR hereby agrees to be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. The CONTRACTOR agrees to reimburse the NEGRC and the GA Department of Human Services for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

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

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

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

- A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The CONTRACTOR is responsible to ensure that subcontractors are appropriately licensed.

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

INDEMNIFICATION

CONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses and attorneys' fees caused by growing out of, or otherwise happening in connection with this contract due to any act or omission on the part of the CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on Contractor's behalf; or due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by CONTRACTOR; (collectively, the "Indemnity Claims").

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

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

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

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

INSURANCE

The CONTRACTOR shall procure and maintain insurance that shall protect the CONTRACTOR from any claims for bodily injury, property damage, or personal injury that may arise out of operations under this contract. CONTRACTOR 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.
- 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)
- D. Malpractice/Professional Liability Policy (Claims Based)
- E. Commercial Umbrella Policy (Occurrence)

CONTRACTOR shall furnish the NEGRC an insurance certificate of the coverage required listing the NEGRC as certificate holder.

DRUG-FREE WORKPLACE

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

2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

CONTRACTOR ACCOUNTING REQUIREMENTS

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

FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to 31 US Code § 1352 Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, §§ 319 of Public Law 101-121, the CONTRACTOR agrees that:
 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding one-hundred thousand (\$100,000), the CONTRACTOR shall file with the NEGRC a signed "Certification Regarding Lobbying," attached hereto as **Annex 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
 4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information

contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

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

B. CONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

D. Penalties:

1. Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required shall be subject to civil penalty of not less than \$10,000 for each such expenditure.
2. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
3. The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award document for all subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CRIMINAL HISTORY INVESTIGATIONS

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

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

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

DEBARMENT

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

SECTION II SPECIAL TERMS AND CONDITIONS

NEGRC AND CONTRACTOR AGREEMENTS

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

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

A. The CONTRACTOR hereby agrees:

- 1. That a summary of service delivery sites for each fund source or program is attached hereto as **Annex B**, Area Plan Provider Site Services List. The CONTRACTOR may move and/or close service delivery sites during the term of this contract only with prior written approval of the NEGRC and the Director of the Division of Aging Services, provided the total cost of the contract does not either increase or decrease.**
- 2. That the approved budget(s) for all fund sources or programs are attached hereto as **Annex E**, Budget Fund Source Summary and **Annex F**, Budget Service Summary. The CONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of services to be provided, or numbers of persons to be served will be made without prior written approval of NEGRC.**
- 3. All activities will be entered into the DDS by the 5th working day of each month in order to give the NEGRC Staff time to check programmatic and complete financial data entry by the 15th working day of each month. Entering dates and times other than when services were rendered are not acceptable. If a provider has a specific need to enter data after the 15th working day of a particular month, then a written request must be made to the NEGRC/AAA and DHS DAS for a temporary waiver and written permission is needed to receive reimbursements for such late data entry. No permission will be comprehensive or on-going.**
- 4. To participate in programmatic and fiscal monitoring's conducted by the NEGRC. NEGRC Staff will use the Division of Aging Review Guides to monitor service programs. The guides are located at www.odis.dhs.ga.gov/Main/Default.aspx under Aging Services-Home and Community Based Services-MAN5300.**

5. To refer applicants for services so they can be screened appropriately and referred to the most appropriate program(s) and/or services to meet their needs, by the Aging and Disability Resource Connection staff in accordance with Georgia Division of Aging Services policies and procedures.
6. To submit an annual Unit Cost Methodology spreadsheet on an annual basis, in accordance with the Division of Aging Services policies and procedures, to determine projected costs of contracted services.
7. To assure that client initial assessment and annual reassessment data and other required data elements for non-Medicaid home and community based services clients are collected, verified and entered into the DAS Data System in order to get reimbursed for the units of services provided to clients each month.
8. To implement cost sharing requirements for non-Medicaid Home and Community Based Services, as required by the Georgia Division of Aging Services policies. **CONTRACTOR agrees that revenue generated from cost sharing will be used to expand the services for which such pays was given. Cost Sharing cannot be collected when using Older Americans Act funding only Voluntary Contributions may be collected for services funded through the Older Americans Act.**
9. To assure that any abuse, neglect, exploitation and other violations of client's rights will be reported to the Adult Protective Services and NEGRC immediately.
10. To comply fully with applicable policy and law governing provisions of each service authorized under this contract, including compliance to any amendment or revision to applicable policy or law that may occur during the term of this contract.
11. To provide or cause to be provided services as stipulated below:

A. Title III OLDER AMERICANS ACT

To provide supportive services, including but not limited to, access (case management, assisted transportation, information and assistance); in-home services to include homemaker, personal care, and/or respite; legal assistance; nutrition services; health promotion/disease prevention services; caregiver support services; kinship care, advocacy, coordination, program development, and other services as authorized by the Older Americans Act. Health promotion/disease prevention services to be provided shall not be services that may be funded under Title XVII of the Social Security Act (42 U.S.C. 1395 et seq.).

Title IIIB = 85% Federal, 5% State and 10% Match

B. SOCIAL SERVICES BLOCK GRANT (SSBG)

To provide allowable services such as the following, in any combination: adult day care; caregiver support services; case management; chore services; in-home services to include homemaker, personal care, and/or respite; information and assistance; long term care ombudsman service; nutrition services; transportation.

SSBG = 88% Federal and 12% Match

C. COMMUNITY BASED SERVICES (CBS)

To provide any combination of supportive services to functionally and/or cognitively impaired adults sixty (60) years of age and over; and/or their caregivers, to include the following: adult day care, Alzheimer’s services; Elder Abuse Prevention; health promotion/disease prevention; information and assistance; in-home services to include homemaker, personal care, and/or respite; Elderly Legal Assistance Program (ELAP) services; nutrition services; transportation; and/or caregiver support services to formal and/or informal caregivers. The quantity of the specific services to be provided is as specified in **Annex F, Area Plan Service Summary Report.**

CBS = 100% State

D. INCOME TAX CHECKOFF

To provide home delivered meals, and/or transportation to impaired adults sixty (60) years of age and over.

Income Tax Check-off = 100% State

REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH

A. Monthly reimbursement by NEGRC and the Georgia Department of Human Services of federal, state and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the NEGRC on the required expenditure report as 45 CFR – Part 74.61(b) and 74.53(d). Verifiable accounting records which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles. The state term “certified cost” and the federal term “cash contributions” are synonymous terms are defined below:

Cash Contributions: Cash contributions represent the CONTRACTOR’s cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and

private organizations and individuals. When specifically authorized in writing by federal legislation, federal funds received from other grants may be considered as grantee's cash contribution.

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

1. **In-Kind Contributions:** In-Kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-Kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract. 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 CONTRACTOR's supporting records for in-kind contributions from private organizations and individuals:

- a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
- b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.

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

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

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

- F. The CONTRACTOR 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 and twelve percent (12%) of Social Services Block Grant funds received.
- G. The cash or in-kind contributions values will be recorded by the CONTRACTOR monthly at a rate of at least ten percent (10%) of the total monthly project expenditures claimed for reimbursement from Title III Older Americans Act Funds and at least twelve (12%) of the total monthly project claimed for Reimbursement Expenditures from the Social Services Block Grant Fund. Allow-ability of cash contributions and in-kind match valuations shall be determined under the provisions the federal cost principals applicable to the CONTRACTOR.

ALLOWABLE COSTS

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

LIABILITY

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

FINANCIAL MANAGEMENT

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

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

- Financial reporting;

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

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

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

PROGRAM INCOME

The CONTRACTOR hereby agrees that any program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below and identified by service:

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

REPORTING REQUIREMENTS

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

Programmatic Forms include, but not limited to, Daily Food Vendor Meal Delivery Invoices, Service Logs (HCBS Logs, Activity Logs, and Reports showing services paid by other fund sources), Meal Order Form, Monthly Activity Calendars, Meal Temperatures/Evaluation Forms, and Reservations/Sign-In Sheets for Meals only (for those that cook on-site).

Financial forms include, but not limited to, Monthly Reimbursement Form and Certified Match/In-Kind Form (Annex J). The CONTRACTOR 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.

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

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

STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

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

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

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

However, the Business Associate Agreement will survive this contract/amendment pursuant to Section 4.3 d of the Business Associate Agreement.

B. Compliance with Security Management Process:

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

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

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

The CONTRACTOR agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

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

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

G. 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

H. Federal Programmatic Regulations (as marked below):

X **TITLE III (CFDA# 93.043, 93.044, 93.045, 93.052 and 93.053)**

X **SOCIAL SERVICES BLOCK GRANT (SSBG) (CFDA# 93.667)**

- I. 2 CFR 200.416 and 2 CFR Part 230 (as applicable); define requirements for allocation of costs, and allowability of administrative and/or indirect costs to grant programs. Other statutes, individual grant program regulations, and Division of Aging Services policy may further limit the amount of administrative/indirect costs allowed. CONTRACTOR agrees to comply with all applicable regulation, policy, and law regarding the allocation of costs and the expenditure of funds for administrative or indirect costs.

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

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

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

MONITORINGS AND AUDITS

The NEGRC will conduct annual programmatic and fiscal monitorings of the CONTRACTOR. The NEGRC will also conduct quarterly desk reviews, of fiscal (expenditures) and programmatic performance and shall furnish formal, written feedback of performance status, and any required corrective action.

ANNUAL FISCAL AUDITS

CONTRACTORS that expend \$500,000 or more in **Federal awards** during their fiscal year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit reporting package shall include the documents listed in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any audit conducted under the Single Audit Act shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTORS expending \$100,000 or more in **State funds** during their fiscal year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any entity-wide audit conducted shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTORS expending at least \$25,000 but less than \$100,000 in **State funds** during their fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as described in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions. A copy of any unaudited financial statements shall be provided to NEGRC within ninety (90) days of the end of the CONTRACTOR's fiscal year.

CONTRACTOR further agrees to submit the required audit or financial statements to the NEGRC within 180 days after the close of the CONTRACTOR's fiscal year. The CONTRACTOR understands that according to the provisions of this contract and as described in the Georgia Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for NEGRC and the Georgia Department of Human Services to suspend payments, to terminate this

contract, or to require a refund of all monies received under this contract. Georgia Department of Human Services can also prohibit the CONTRACTOR for receiving funds from any state organization for a period of twelve (12) months from the date of notification by the NEGRC or the State Department of Audits and Accounts.

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

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

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

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

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

The NEGRC and the Georgia Department of Human Services may, only to the extent permitted by applicable federal and state law, withhold net payments due to the CONTRACTOR under this contract equal to the amount which has been identified by an audit; notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The CONTRACTOR understands that this is a cause for termination of this Contract and requires a refund to NEGRC and the GA Department of Human Services for the total exception by certified funds.

CRITICAL INCIDENT REPORTING

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

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

- B. CONTRACTOR shall have a formal written critical reporting procedure that is approved by the licensing or certification authority, if applicable, NEGRC and by the funding agencies.
- C. CONTRACTOR is responsible for taking necessary actions to protect NEGRC clients from any possibility of harm. In doing this, CONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.
- D. CONTRACTOR must notify the appropriate NEGRC or Division of Aging Services staff of the critical incident and results of any immediate action taken. CONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The NEGRC and the Georgia Department of Human Services will determine whether the CONTRACTOR actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the NEGRC or Department of Human Services will determine:
 - 1. Whether or not client’s health, safety and welfare are adequately protected;
 - 2. That the response to the situation and event was reasonable and appropriate;
 - 3. That the CONTRACTOR’s procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - 4. That CONTRACTOR and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. CONTRACTOR agrees to cooperate with the NEGRC and Division of Aging in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this contract.
- G. Each CONTRACTOR shall post a “Notice Concerning Critical Incident Reporting.” The signage shall be produced by the CONTRACTOR and shall conform in content to the sample **Annex N**, which is attached in this contract. The Notice must be posted in a conspicuous, common area accessible to clients/customers/consumers, and the general public.

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

CONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of CONTRACTOR’s or the Division of Aging’s responsibilities under this contract, except with the informed, written consent of the client or the client’s legal guardian, as required by law.

PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the NEGRC and the Georgia Department of Human Services 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 Georgia Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the NEGRC and the DHS Office of Facilities and Support Services, Construction and Real Property Section.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal Property Management, which are by reference made a part of this contract. CONTRACTOR understands that the requirements for inventory of property (at least every two (2) years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. CONTRACTOR will 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 Division of Aging and they will then forward the form to the DHS Offices of Facilities and Support Services, Asset Services Section.
- D. Computer-related purchases must follow GA Department of Human Services Data System (DDS) hardware and software requirements as stated below:

DDS System Requirements	
Operating System:	Windows 7 / Windows 8.1 / Windows 10
Browser:	<u>Certified:</u> Internet Explorer 11 Note: If using DDS versions 8.1.1 or later, Internet Explorer Compatibility View settings should be disabled. For versions prior to 8.1.1, Internet Explorer Compatibility View is required.

Processor:	2.0 GHZ processor or better
RAM:	2 GB (minimum) 4 GB (recommended)
Screen Resolution	Minimum: 1024x768 (1280x1024 is ideal)
Internet Access:*	40-45 Kbps (kilobytes per second recommended for each concurrent user)
Maximum Latency	100ms or less
Microsoft	<u>Certified:</u> Microsoft Office 2003, 2007, and 2013, InfoPath 2003 and 2007 <u>Supported:</u> Microsoft Office 2007, 2010, and 2013, InfoPath 2010 Note that Microsoft Office 2013 is only Supported for Windows 10 at this time.
*DDS does not support dial-up access	

- E. Property or equipment donated to the CONTRACTOR by the NEGRC shall be used for purposes and services specified by the NEGRC. Should the CONTRACTOR decide not to use the property or equipment for the specified purposes, the NEGRC reserves the right to reclaim such property or equipment. CONTRACTOR will contact the NEGRC Aging Director about any property or equipment no longer used within ten (10) days of no longer using the items.

- F. **A physical inventory of property shall be taken by the CONTRACTOR and the results reconciled with the property records at least once a year.** Any difference between items determined by the physical inspection and those shown in the accounting records of the CONTRACTOR shall be investigated to determine the causes for the difference. The CONTRACTOR shall, in connection with the inventory, verify the existence, current utilization and continued need for the property.

- G. In the event that contract is terminated prior to expiration or is not renewed. CONTRACTOR agrees to work with the NEGRC to properly dispose of all state property as follows:
 - 1. Property Transfer Form listing all state equipment in the Contactors possession and send this form to the NEGRC and the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination.

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

The Division of Aging Property Coordinator will confirm, by written notification to the Office of Facilities and Support Services, that all surplus property listed on completed Property Transfer Form has received proper disposition.

- H. Products purchased or donated by a Food Bank may only be used to assist persons with greater social and economic need. The items donated or given by a Food Bank can't be sold to the consumers/customers/clients.
- I. The CONTRACTOR shall maintain written procurement procedures, which comply with the requirements of the appropriate funding agency.

The NEGRC will collect a current inventory list from the CONTRACTOR to participate in the Georgia Department of Human Services annual content inventory audit with the 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:

- X Annex A Scope of Service
- X Annex B Area Plan Provider Services List
- X Annex C Certification Regarding Lobbying
- X Annex D Debarment Certification
- X Annex E Area Plan Budget Fund Source Summary by Provider
- X Annex F Area Plan Budget Service Summary by Provider
- X Annex I Report of Certified Costs/In-kind
- X Annex K HIPAA Business Associate Agreement
- X Annex M Federal Grant Award Information
- X Annex N Notice Concerning Critical Incident Reporting
- X Annex O Security and Immigration Affidavit
- X Annex P Assurance of Compliance with Title VI of the Civil Rights Act of 1964
- X Annex Q Assurance of Compliance with the Americans Disabilities Act of 1990

SIGNATURES TO CONTRACT BETWEEN
THE NORTHEAST GEORGIA REGIONAL COMMISSION

AND

MORGAN COUNTY BOARD OF COMMISSIONERS

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

Acting for and on behalf of the
Morgan County Board of Commissioners
P. O. Box 168/150 East Washington Street
Madison, Georgia 30650

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

Signature _____

Signature _____

Name _____

Name BURKE WALKER

Title _____

Title EXECUTIVE DIRECTOR

Date _____

Date _____

Witness

Signature _____

Signature _____

Name _____

Name BILL PALMER

Title _____

Title RC Board Chairman

Date _____

Date _____

ANNEX A

**SCOPE OF SERVICE
PROGRAM GUIDELINES AND REQUIREMENTS**

These rule apply to all services provided under this contract, funded in part or in whole with funds provided by the NEGRC and the Georgia Division of Aging Services under the Older Americans Act, as amended, or by State general revenue appropriations, or other funding source granted or contracted to the Division of Aging Services for the use in providing services, or other funds pooled with such funds to meet the costs for services under the Older Americans Act.

CONTRACTOR hereby agrees to follow the Department of Human Services Division of Aging Services policies and procedures for all services provided. CONTRACTOR will stay abreast of the all Home and Community Based Services policies on the Online Directives Information System (ODIS) website located at <http://odis.dhs.ga.gov/Main/Default.aspx>.

Per the completed Uniform Cost Methodology for SFY 2022, CONTRACTOR will provide services are the following rates:

DHS - Division of Aging Services

Area Plan – Comparison of Estimated Units, Unit Cost and Persons

by Service - Provider

AAA: Northeast Georgia Region AAA

SFY 2022
Version 1

Provider: Morgan County Board of Commissioners [Parent]

Service	Cost per Unit	Number of Units	Estimated Persons Served
	v1	FY '22 v1	FY '22 v1
Congregate Meals	\$13.43	4,310.00	47
Emergency Home Delivered Meals	\$13.43	3,992.00	45
Home Delivered Meals	\$15.92	4,502.00	32
Kinship: Material Aid - Group	\$0.00	1.00	1
Senior Recreation	\$0.00	3,000.00	22,000
Kinship: Support Group	\$0.00	10.00	200
Provider Total:		15,815.00	22,325

ANNEX B



Provider Services List

Parent Provider: Morgan County Board of Commissioners [Parent]			
Contact	Address	Programs	Services
Name: Phillip von Hanstein Phone: (706)342-0725 Fax: (706)343-8450 Email: pvonhanstein@morgancountyga.gov	160 East Washington Street, P.O. Box 168 Madison, GA 30650-0168	HCBS - Kinship Care HCBS - Nutrition Services HCBS - Senior Centers	Support Group Home Delivered Meals Congregate Meals Emergency Home Delivered Meals Senior Recreation
Service Provider: Morgan County Senior Center			
Contact	Address	Programs	Services
Name: Mary Nunn Phone: (706)342-1614 Fax: (706)342-7102 Email: mnunn@morganga.org	991 South Main Street Madison, GA 30650	HCBS - Kinship Care HCBS - Nutrition Services HCBS - Senior Centers	Support Group Home Delivered Meals Congregate Meals
Copyright (c) WellSky. All rights reserved. Name: Mary Nunn Phone: (706)342-1614 Fax: (706)342-7102 Email: mnunn@morganga.org	991 South Main Street Madison, GA 30650	HCBS - Senior Centers	Emergency Home Delivered Meals Senior Recreation

ANNEX C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By _____ Date _____
(Signature of Official Authorized to Sign)

ANNEX D

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	Signature	Date
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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0720).
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.

Aging-Morgan County Board of Commissioners
SFY 2022 – Multi-funded Services
ANNEX E

**DHS - Division of Aging Services
Area Plan Budget Summary by Fund Source - Provider**

SFY: 2022

AAA: Northeast Georgia Region AAA

Area Plan Version 1 - Submitted

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Morgan County Board of Commissioners [Parent]											
CBS - HCBS State (Unit Cost)	\$0.00	\$17,842.00	\$17,842.00	\$0.00	\$17,842.00	\$0.00	\$17.03	\$17,859.03	-	-	-
NSIP - SSBG Supplemental (Unit Cost)	\$3,293.00	\$0.00	\$3,293.00	\$0.00	\$3,293.00	\$0.00	\$4.51	\$3,297.51	-	-	-
NSIP - State (Unit Cost)	\$0.00	\$9,154.00	\$9,154.00	\$0.00	\$9,154.00	\$0.00	\$5.75	\$9,159.75	-	-	-
OAA Title III B - Supportive Services (Line Item)	\$4,331.00	\$255.00	\$4,586.00	\$510.00	\$5,096.00	\$5,000.00	\$0.00	\$10,096.00	-	-	-
OAA Title III C1 - Congregate Meals (Unit Cost)	\$29,614.00	\$1,738.00	\$31,352.00	\$3,479.00	\$34,831.00	\$6,500.00	\$6.54	\$41,337.54	-	-	-
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$18,234.00	\$1,073.00	\$19,307.00	\$2,146.00	\$21,453.00	\$1,000.00	\$8.30	\$22,461.30	-	-	-
OAA Title III E - Family Caregiver Support (Line Item)	\$4,443.00	\$888.60	\$5,331.60	\$592.40	\$5,924.00	\$0.00	\$0.00	\$5,924.00	-	-	-
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,038.87	\$89,038.87	-	-	-
Provider Total:	\$59,915.00	\$30,950.60	\$90,865.60	\$6,727.40	\$97,593.00	\$12,500.00	\$89,081.00	\$199,174.00	-	-	-

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local match. The report also includes units and persons served when viewed by service.

Run Date/Time: 7/11/2021 4:05:08 PM NOTE: HAR Data as of (06/30/2021) - Data Source: HARJ Report Version 20.12.10

Page 1 of 1

Aging-Morgan County Board of Commissioners
SFY 2022 – Multi-funded Services
ANNEX F

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2022

AAA: Northeast Georgia Region AAA

Area Plan Version 1 - Submitted

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Morgan County Board of Commissioners (Parent)											
Program: HCBS - Kinship Care											
Service: Support Group						HCBS - Kinship Care					
OAA Title III E - Family Caregiver Support (Line Item)	\$4,443.00	\$888.60	\$5,331.60	\$592.40	\$5,924.00	\$0.00	\$0.00	\$5,924.00	10.00	\$0.00	200
Service Total:	\$4,443.00	\$888.60	\$5,331.60	\$592.40	\$5,924.00	\$0.00	\$0.00	\$5,924.00	10.00		
Program Total:	\$4,443.00	\$888.60	\$5,331.60	\$592.40	\$5,924.00	\$0.00	\$0.00	\$5,924.00	10.00		
Program: HCBS - Nutrition Services											
Service: Home Delivered Meals						HCBS - Nutrition Services					
CBS - HCBS State (Unit Cost)	\$0.00	\$13,579.00	\$13,579.00	\$0.00	\$13,579.00	\$0.00	\$9.29	\$13,588.29	853.00	\$15.93	6
NSIP - SSBG Supplemental (Unit Cost)	\$3,293.00	\$0.00	\$3,293.00	\$0.00	\$3,293.00	\$0.00	\$4.51	\$3,297.51	207.00	\$15.93	1
NSIP - State (Unit Cost)	\$0.00	\$9,154.00	\$9,154.00	\$0.00	\$9,154.00	\$0.00	\$5.75	\$9,159.75	575.00	\$15.93	4
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$18,234.00	\$1,073.00	\$19,307.00	\$2,146.00	\$21,453.00	\$1,000.00	\$8.30	\$22,461.30	1,410.00	\$15.93	9
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,178.15	\$23,178.15	1,455.00	\$15.93	10
Service Total:	\$21,527.00	\$23,806.00	\$45,333.00	\$2,146.00	\$47,479.00	\$1,000.00	\$23,206.00	\$71,685.00	4,500.00		
Program Total:	\$21,527.00	\$23,806.00	\$45,333.00	\$2,146.00	\$47,479.00	\$1,000.00	\$23,206.00	\$71,685.00	4,500.00		
Program: HCBS - Senior Centers											
Service: Congregate Meals						HCBS - Senior Centers					
CBS - HCBS State (Unit Cost)	\$0.00	\$4,263.00	\$4,263.00	\$0.00	\$4,263.00	\$0.00	\$7.74	\$4,270.74	318.00	\$13.43	3
OAA Title III C1 - Congregate Meals (Unit Cost)	\$14,807.00	\$869.00	\$15,676.00	\$1,739.50	\$17,415.50	\$3,250.00	\$3.27	\$20,668.77	1,539.00	\$13.43	16
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,930.36	\$32,930.36	2,452.00	\$13.43	27
Service Total:	\$14,807.00	\$5,132.00	\$19,939.00	\$1,739.50	\$21,678.50	\$3,250.00	\$32,941.37	\$57,869.87	4,309.00		

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local match. The report also includes units and persons served when viewed by service.

Run Date/Time: 7/11/2021 4:19:20 PM NOTE: HAR Data as of (06/30/2021) - Data Source: HAR/ Report Version 20.12.10

Page 1 of 2

Aging-Morgan County Board of Commissioners
SFY 2022 – Multi-funded Services

**DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider**

SFY: 2022

AAA: Northeast Georgia Region AAA

Area Plan Version 1 - Submitted

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Morgan County Board of Commissioners [Parent]											
Service: Emergency Home Delivered Meals						HCBS - Senior Centers					
OAA Title III C1 - Congregate Meals (Unit Cost)	\$14,807.00	\$869.00	\$15,676.00	\$1,739.50	\$17,415.50	\$3,250.00	\$3.27	\$20,668.77	1,539.00	\$13.43	17
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,930.36	\$32,930.36	2,452.00	\$13.43	27
Service Total:	\$14,807.00	\$869.00	\$15,676.00	\$1,739.50	\$17,415.50	\$3,250.00	\$32,933.63	\$53,599.13	3,991.00		
Service: Senior Recreation						HCBS - Senior Centers					
OAA Title III B - Supportive Services (Line Item)	\$4,331.00	\$255.00	\$4,586.00	\$510.00	\$5,096.00	\$5,000.00	\$0.00	\$10,096.00	3,000.00	\$0.00	22000
Service Total:	\$4,331.00	\$255.00	\$4,586.00	\$510.00	\$5,096.00	\$5,000.00	\$0.00	\$10,096.00	3,000.00		
Program Total:	\$33,945.00	\$6,256.00	\$40,201.00	\$3,989.00	\$44,190.00	\$11,500.00	\$65,875.00	\$121,565.00	11,300.00		
Provider Total:	\$59,915.00	\$30,950.60	\$90,865.60	\$6,727.40	\$97,593.00	\$12,500.00	\$89,081.00	\$199,174.00	15,810.00		

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local match. The report also includes units and persons served when viewed by service.

Run Date/Time: 7/1/2021 4:16:20 PM NOTE: HAR Data as of (06/30/2021) - Data Source: HAR Report Version 20.12.10

Page 2 of 2

ANNEX I

**GEORGIA DEPARTMENT OF HUMAN RESOURCES
 DIVISION OF AGING SERVICES
 REPORT OF CERTIFIED COSTS**

Completed by Contractor:

For the period of: Date: _____ To Date: _____

Name of Contractor: _____ Program Officer, DHS:

Specify Type of Certified Costs:

Certified Costs: _____ Non-Cash Match: _____

Specify Type of Program

Type of Program: _____ Contract #: 42700-373-00000102230

Identification #: _____ Control #:

Name and Address of Provider of Certified Costs/Non-Cash Match:

Name of Provider: _____

Address of Provider:

Costs Detailed:

Personnel:

Name	Title	Salary/Benefits	% of Time	Applicable Amount
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
				Subtotal \$ _____

Detail Other Costs:

_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal \$ _____	
TOTAL \$ _____	

I, the undersigned, hereby certify that the above certified costs and or non-cash match have been provided/received in compliance with the requirements and conditions of the applicable federal or state program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction direct to this federal or state program and that these records are available to DHS or federal auditors to review.

Date: _____ Signature: _____

PI 1 56 (C) Revised 07/28/2016 Title: _____
 Form 5215

ANNEX K

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 providers. Throughout this Agreement, “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §164.502(g); and

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

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

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

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

1. Service Agreements.

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

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

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

- 3. Contractor Covenants. Contractor agrees to:**
 - 3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;
 - 3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;
 - 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
 - 3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;
 - 3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Contractor with respect to the PHI;
 - 3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;
 - 3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;
 - 3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;
 - 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6;
 - 3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by C.F.R. § 164.504(e)(2)(i)B).
- 4. Covered Entity Covenants.**
 - 4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

- 4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- 4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
- 4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically expects those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.
5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient request access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.
6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeable could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.
7. **Accounting for Disclosure of PHI.** Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.
8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. **Disposition of PHI Upon Termination.** The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing, and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
10. **Representations and Warranties**
- 10.1 **Mutual Representations and Warranties of the Parties.**
Each Party represents and warrants to the other Party.
- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.
- (b) That neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.
- (c) That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.
- (d) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.
11. **Term.** Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.
12. **Termination.**
- 12.1 Generally, this Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.
- 12.2 **Termination by the Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the Covered Entity makes the determination and Contractors has breached a material term of this Agreement.

Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

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

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

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

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

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

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

Covered Entity:

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

Contractor:

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

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

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

Covered Entity

Contractor

Aging-Morgan County Board of Commissioners
SFY 2022 – Multi-funded Services

ANNEX M

Subrecipient Federal Grant Award Information¹

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

CFDA Number	CFDA Title	Award Name	Award Number	Award Year ³	CAN	Federal Awarding Agency	R&D (Indicate Yes or No)
93.053	Nutrition Services Incentive Program	Nutrition Services Incentive Program	2101GAOANS-01	10/1/20 - 9/30/22	2021,2994325	Administration for Community Living	No
93.044	Special Programs for the Aging Title 111, Part B, Grants for Supportive Services and Senior Centers	111B: Supportive Services	2101GAOASS-00	10/1/20 - 9/30/22	2021,2994315	Administration for Community Living	No
93.045	Special Programs for the Aging Title 111, Part C, Nutrition Services	111C1: Congregate Meals	2101GAOACM-00	10/1/20 - 9/30/22	2021,2994320	Administration for Community Living	No
93.045	Special Programs for the Aging Title 111, Part C, Nutrition Services	111C2: Home-Delivered Meals	2101GAOAMD-00	10/1/20 - 9/30/22	2021, 2994321	Administration for Community Living	No

93.043	Special Programs for the Aging Title 111, Part D Disease Prevention and Health Promotion Services	111D: Preventive Health	2101GAOAPH-00	10/1/20 - 9/30/22	2021,2994316	Administration for Community Living	No
93.667	Social Services Block Grant	Social Services Block Grant	2001GASOSR	10/1/19 - 9/30/21	2020,6992342	Administration on Children & Families	No
93.052	National Family Caregiver Support, Title III, Part E	111E: NFCSP	2101GAO AFC-00	10/1/20 - 9/30/22	2021,2995149	Administration for Community Living	No
93.791	Money Follows the Person Rebalancing Demonstration	Money Follows the Person	111CMS030163-01-08	2014	5992181	Department of Health and Human Services Centers for Medicare and Medicaid Services	No

ANNEX N

Brian P. Kemp
Governor



Robyn A. Crittenden
Commissioner

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

Department of Human Services
Notice Concerning Critical Incident Reporting

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

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

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

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>. Navigate to "Divisions & Offices",
scroll to "Office of Inspector General" and click "online form".

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



Georgia Department of Human Services
Security and Immigration Compliance Affidavits

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

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

_____ Federal Work Authorization User Identification Number

_____ Date of Authorization

_____ Name of Subcontractor

_____ Name of Project

_____ Name of Public Employer

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

Executed on _____, ____ 20__ in _____(city), _____(state).

_____ Signature of Authorized Officer or Agent

_____ Printed Name and Title of Authorized Officer or Agent

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

_____ NOTARY PUBLIC

My Commission Expires: _____

ANNEX P

ASSURANCE 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

ANNEX Q

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

After Recording Return to:

QUITCLAIM DEED FOR RIGHT OF WAY

GEORGIA, MORGAN COUNTY.

THIS INDENTURE, made the ____ day of _____, 2021, by and between **Buckhead Manor Property Owners Association, Inc.**, a Georgia non-profit corporation, as party of the first part, hereinafter called Grantor, and **Morgan County, Georgia**, a political subdivision of the state of Georgia, its heirs, successors and assigns, as party of the second part, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, all of its entire right, title and interest passing hereunder, whatever the same be, in and to that certain property described as follows, to wit:

Phase VII - Roads

All that tract or parcel of land situate, being and lying in 277th G.M. District of Morgan County, Georgia as more particularly described as Phase VII of Buckhead Manor Subdivision being designated Westminster Way 50' R/W and Lancaster Lane 50' R/W, as shown on that certain plat of survey prepared by Cowherd & Associates Land Surveyors, certified by W. Kayle Cowher, RLSN 3023, dated January 17, 2018, and recorded at Plat Book 48, Pages 51 - 53, Clerk's Office, Morgan County, Georgia. Said plats are incorporated herein by reference.

The above property being all of the road right of ways within Phase VII in Buckhead Manor Subdivision and being a portion of Tax Map Parcel 44A 001 B.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public
My Commission Expires:

**Buckhead Manor Property Owners
Association, Inc.**, a Georgia non-profit
corporation.

By: 

J.V. Dell, Jr., Authorized Agent

(AFFIX NOTARY SEAL)



[County Acceptance Signature On Next Page]

GRANTEE HEREBY ACCEPTS all property conveyed by this Quitclaim Deed For Right Of Way.

This the _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

Morgan County, Georgia, a political
subdivision of the state of Georgia

Unofficial Witness

By: _____

Name: _____

Title: Morgan County Commission Chairman

Notary Public

My Commission Expires:

(AFFIX NOTARY SEAL)



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The Sheriff's Office has requested to purchase new patrol rifles to replace the current military surplus rifles being used which are 60 year old. The proposed new rifles have a shorter overall length that allows for easier storage and access in patrol cars, easier for smaller deputies to use, and allow for improved tactical movements. The Sheriff's Office evaluated weapons from three top manufactures and determined the best fit for their needs is the FN15. The overall cost including the rifles, slings, and magazines is \$31,344.25. This was a late budget request but funds are available in Capital Project Fund Balance.

What action are you seeking from the Board of Commissioners?

Motion to approve purchase of rifles from Ed's Public Safety for \$31,344.25 and to transfer \$31,344.25 from capital project reserve to capital projects - Sheriff's Office.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

ED'S PUBLIC SAFETY, INC.

QUOTE

110 Rock Quarry Road, Stockbridge, GA 30281

Jake Perez, Outside LE Sales
 jake@edspublicsafety.com
 (678) 603-0742

Ed's Public Safety is now a Georgia State Contract Provider for:

- 1) Ammunition
- 2) Remington Shotguns
- 3) Glock. Duty weapons
- *** We deliver faster & more reliably

To: **Morgan County Sheriff's Office**
 attn: Sgt Jeremy Thrash
 1380 Monticello Rd
 Madison, GA 30650

Quote #	44377
Date	30-Jun-21
Expires	60 days from issue

eml jthrash@morgancountyga.gov

ph 706/342-9564

Line	Description	QTY	UOM	Unit	Extended
1	FN15 Model 36-100579 11.5" SRP G2 w/ BUIS	35	EA	829.00	29,015.00
2	Magpul MS1 Sling. 2pt Magpul Industries, MS1 Sling, Fits AR Rifles, Black Finish	35	EA	32.00	1,120.00
3	Forward QD Sling Swivel Magpul Industries, Quick Detach Sling Swivel, Black	35	EA	12.99	454.65
4	Magpul Industries, Magazine, Gen M2 MOE, 223 Rem/556NATO, 30Rd, Fits AR Rifles, Black Finish	70	EA	10.78	754.60
5	0	0	EA	0.00	0.00
6	0	0	EA	0.00	0.00

We accept this order as quoted and ask that the order be processed for shipment. I further attest that I am a authorized to make this financial commitment for my agency and funds have been made available to clear the invoice that will be created by this order _____ NAME PRINTED/ NAME SIGNED	3/22/2021	DATE	0.00
			0.00
			0.00
			0.00

	Purchase		EA		31,344.25
			EA		0.00
	Trade Credit				0.00
10	GRAND TOTAL				31,344.25

ORDER NOTES

***** THIS PRICING EXPIRES & CANNOT BE RENEWED 7/7/2021. ANY REQUOTE MUST BE QUOTED AT THE NEW LIST PRICE OF \$860 PER GUN.**



SRT SUPPLY
 PO BOX 162607
 ALTAMONTE SPRINGS, FL 32716
 727-526-5451
 WWW.SRTSUPPLY.COM

QUOTE 121286

ENTERED BY: PAT

BILL TO: MORGAN COUNTY SHERIFFS OFFICE
 1380 MONTICELLO RD
 MADISON, GA 30650

SHIP TO: MORGAN COUNTY SHERIFFS OFFICE
 1380 MONTICELLO RD
 MADISON, GA 30650

DATE	QUOTE	ACCT	CUSTOMER PO	TERMS	SALES REP	SHIP VIA	
05/10/21	121286	24470		NET 30	120 - CHRIS CAREY	UPS GROUND	
UNITS	U/M	DESCRIPTION			DISC	UNIT PRICE	AMOUNT
35	EA	TO11FTTSB01QDS WW RIFLE 11.5" BBL A4 ADJ STOCK MFT QUAD HGD DH FF/RF VORTEX MFT SHORT GRIP AUTO				1,090.00	38,150.00
36	EA	TOR11A4T7 WINDHAM RIFLE 11.5" A4 WITH TELESTOCK 1X7 TWIST				770.78	27,748.08
35	EA	TOR11LHRFT WINDHAM RIFLE 11.5" FLATTOP W/REAR FLIP UP SIGHT AND TELESTOCK				780.86	27,330.10
35	EA	TOR14M4PHRFT7 WINDHAM RIFLE 14.5" FLATTOP WITH PHANTOM FLASH HIDER REAR FLIP UP SIGHT TELESTOCK				737.62	25,816.70
70	EA	MAG557BLK MAGPUL GEN-3 PMAG NO WINDOW AR/M4 5.56MM 30-RND, BLACK				14.95	1,046.50
35	EA	MAG514BLK MAGPUL MS3 MULTI MISSION SLING SYSTEM GEN 2 BLACK				47.00	1,645.00
SUBTOTAL							121,736.38
QUOTE TOTAL							121,736.38
**** CONTINUED ON PAGE 2							



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DATE	QUOTE	ACCT	CUSTOMER PO	TERMS	SALES REP	SHIP VIA
05/10/21	121286	24470		NET 30	120 - CHRIS CAREY	UPS GROUND

UNITS	U/M	DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		<p>***** QUOTATION *****</p> <p>***** PAGE 2 *****</p> <p>TERMS: PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF THIS QUOTE UNLESS OTHERWISE NOTED.</p> <p>ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING CHARGE. ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMENT LICENSE FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW.</p>			

Quotation

Clyde Armory Inc

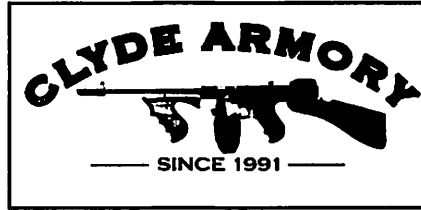
4800 Atlanta Highway

Athens, GA 30606

706-549-1842

www.clydearmory.com

May 5, 2021



Jeremy Thrash
Morgan Co SO
706-342-9564
jthrash@morgancountyga.gov

Terms and Conditions

1. All orders require an official PO or purchase letter on agency letterhead, and your State Sales and Use Tax Exemption Certificate. If your agency self-pays State tax, that must be stated on the PO or purchase letter.
2. Orders for firearms or ammunition require a Federal Firearms and Ammunition Excise Tax Exemption Form.
3. After an order is placed, all communication regarding the order will be directed to Clyde Armory, not product manufacturers.

Salesperson	Email	Telephone	Quote valid for
Jordan Davis	jdavis@clydearmory.com	706-549-1842 X 202	10 days

Qty	Description	Unit Price	Line Total
30.00	Daniel Defense DDM4 LE Patrol Rifle 5.56mm, 16", Semi-Auto Carbine w/ M-LOK handguard and x1 32rd Magazine	\$ 995.00	\$ 29,850.00
30.00	Magpul MBUS Sight - Rear MAG248-BLK	\$ 40.00	\$ 1,200.00
30.00	Magpul Gen 3 PMAG 30rd, Black MAG557-BLK	\$ 12.15	\$ 364.50
30.00	Specter Gear Recon 2 Point Tactical Slings, M-4A1, Black	\$ 22.50	\$ 675.00
1.00	Freight	\$ 25.00	\$ 25.00
	A 3% fee will be added for all payments made with a Credit Card		
			\$ 32,114.50

Thank you for your business!

AAC Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch LMT Mag
 Magtech Mossberg Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

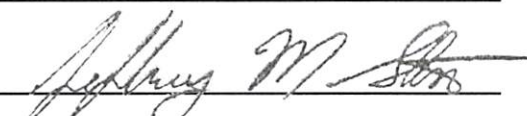
Staff Notes:


**PURCHASE ORDER REQUEST FORM
MORGAN COUNTY, GEORGIA**

PO# _____

Vendor Quotation Requirements
\$2,000.00 - \$99,999 - Three quotes required
\$100,000 & up - Sealed bids

ACCOUNT NUMBER	QTY	UNIT	DESCRIPTION	VENDOR #1		VENDOR #2		VENDOR #3	
				UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
100-3500-52.1600	8		Scott X3 Pro Firefighting SCBA	\$5,822.68	\$46,581.44	\$ 5,980.00	\$47,840.00		Declined to Bid
	16		Air Bottles	\$1,059.55	\$16,952.80	1050	\$16,800.00		
	8		Face Masks	264.4	\$2,115.20	260	\$2,080.00		
Total					\$65,649.44		\$66,720.00		\$0.00

Recommended Vendor: MES	8	\$65,649.44	Requesting Department	Fire Dept	Date	7/8/2021
			Elected Official/Department Head: J. Stone		Date	7/8/2021

For Purchases Exceeding \$7,500	Approved for preparation of purchase order
Date approved by Commission: _____	 7-14-21
Any stipulations of the Commission: _____	Purchasing Officer Date

MES

MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 06/28/2021
Quote # QT1484887
Expires 07/28/2021
Sales Rep Funderburk, Brett
PO #
Shipping Method FedEx Ground

Bill To
MORGAN CO BOARD OF COMMISSIONERS
P.O. BOX 168
MADISON GA 30650
United States

Ship To
Chief Jeff Stone
MORGAN CO FIRE RESCUE
1380 MONTICELLO ROAD
MADISON GA 30650
United States

Item	Alt Item #	Units	Description	Qty	Unit Sales Price	Amount
X8914021305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	8	5,822.68	46,581.44
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	16	1,059.55	16,952.80
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	8	264.40	2,115.20

Subtotal 65,649.44
Shipping Cost (FedEx Ground) 0.00
Total \$65,649.44

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





AMERICAN
Safety & FireHouse

QUOTE

Date	P.O. No.
07/12/2021	

American Safety & Fire House LLC
 3848 Oakcliff Industrial Court
 Doraville GA 30340
Sales Rep: Chas White - (770) 441-3473
Sales Rep Email: chas@americansafetyandfire.com

Customer
Morgan County Fire Department 1380 Monticello Road Madison, GA 30650

Ship To
Morgan County Fire Department 1380 Monticello Road Madison, GA 30650

Pick UP Date

Item	Description	Qty	Unit	Net	Amount
X8914025305304	2018 Ed Air-Pak X3 Pro w/Snap-Change Harness Type: Parachute Buckles Pro Pressure: 4500 Belt Type: Standard EZ-Scape System: None (No FFSR) Regulator: Quick Connect (Rectus Fittings) EBSS: Universal EBSS Airline Option: None Console: PASS w/ Pak-Tracker Case: None Packaging: 2 SCBA Per Box (Black Box)	8	Each	\$5,980.00	\$47,840.00
200129-01	4500PSI Carbon 45 min X3SNAP Valve 15-YEAR	16	Each	\$1,050.00	\$16,800.00
201215-22	Scott AV3000HT (Size Can Be Specified At Time of Order)	8	Each	\$260.00	\$2,080.00
Total: \$66,720.00					



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

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Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 06/28/2021
 Quote # QT1484886
 Expires 07/28/2021
 Sales Rep Funderburk, Brett
 PO #
 Shipping Method FedEx Ground

Bill To
 MORGAN CO BOARD OF COMMISSIONERS
 P.O. BOX 168
 MADISON GA 30650
 United States

Ship To
 Chief Jeff Stone
 MORGAN CO FIRE RESCUE
 1380 MONTICELLO ROAD
 MADISON GA 30650
 United States

Item	Alt Item	Units	Description	Qty	Unit Price	Amount
272788000			S 788E2 Package (includes S 788E2, charger, and 2 EXL batteries)	1	10,132.61	10,132.61
271555000			SP 555E2 Spreader Package w/ charger and 2 EXL batteries	1	11,188.62	11,188.62
274085000			R 421E2 Ram Package (includes R 421E2 Ram, charger, and 2 EXL batteries)	1	7,832.46	7,832.46

Subtotal 29,153.69
Shipping Cost (FedEx Ground) 0.00
Total \$29,153.69

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Mark Williams

From: Hurst Customer Service <hurstcustomerservice@idexcorp.com>
Sent: Tuesday, July 13, 2021 10:04 AM
To: Mark Williams
Subject: RE: FW: New Contact Request

Mr. Williams,

Our dealers are contracted for specific territories, the dealer of record for Morgan County Georgia is MES:

MES - Southeast

6701-C Northpark Boulevard Charlotte, NC 28216

(P) 1-800-868-8584(P2) 704-599-4601(F) 704-599-4605<http://www.mesfire.com>

Certainly if there are circumstances that are in conflict let us know and we can have the Hurst Regional Sales Manager contact you to see if other resolutions are available.

Respectfully,

Tina Arndt Ramsey
Customer Care Specialist
Hurst Jaws of Life, Inc
IDEX Fire & Safety

****REMEMBER!! TO RECEIVE WARRANTY BENEFIT YOU MUST REGISTER YOUR PRODUCT WITHIN 90 DAYS OF PURCHASE****

REF Case No. 00556405

From: HURST Jaws of Life <info@jawssoflife.com>
Sent: Friday, July 9, 2021 5:33 PM
To: ContactHurst <contacthurst@idexcorp.com>
Subject: New Contact Request

[CAUTION: This email originated from outside of the IDEX systems.

Do not open attachments or click on links unless you recognize, and can verify the sender and know the content is safe.]

New Contact Request:

Please find details of this request below.

First Name	Mark
Last Name	Williams



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The County's current contract for printers/copiers expires September 30, 2021. An RFP was issued to lease new units for 36 months. Bids were received from four potential vendors. The attached bid tab outlines the cost of the lease, the cost of copies based on average monthly prints/copies, and the estimated cost for the entire 36 month term. After review of the proposals the recommendation is to award the contract to Toshiba Business Solutions.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



PRINTER RFP BID TAB

Company	Brand	Monthly Lease	BW Copies	Color Copies	Lease Cost for 36 Months	Estimated BW Copies for 36 Months	Estimated Color Copies for 36 Months	Total Estimated Cost for 36 Months
Standard Office Systems	HP	\$2,356.19	0.0080	0.0500	\$84,822.84	\$13,142.88	\$35,123.40	\$133,089.12
Toshiba Business Solutions	Toshiba /Lexmark	\$2,897.00	0.0038	0.0358	\$104,292.00	\$6,242.87	\$25,148.35	\$135,683.22
Duplicating Systems, Inc.	Canon	\$3,110.00	0.0095	0.0650	\$111,960.00	\$15,607.17	\$45,660.42	\$173,227.59
GDP Technologies	Xerox	\$2,267.00	.0055/.0099	.045/.089	\$81,612.00	\$15,079.17	\$59,003.17	\$155,694.34

Average Monthly BW Count 45,635
 Average Monthly Color Count 19,513