
AGENDA

**BOARD OF COMMISSIONERS
OF
OCONEE COUNTY, GEORGIA
Tuesday, July 30, 2019
Commission Meeting Chambers
Oconee County Courthouse
6:00 PM**

- 1. Approval of Agenda**
- 2. Statements and Remarks from Citizens**
- 3. Statements and Remarks from Commissioners**
- 4. Business Involving Guests, Groups, or Multiple Visitors**
 - 1) Keep Oconee County Beautiful Commission Presentation - Cindy Pritchard.
- 5. Resolutions, Ordinances, Policies, Etc.**
 - 1) First Public Hearing regarding amendments to the Property Disposition Ordinance - Wes Geddings.
 - 2) Schedule Public Hearing for Text Amendments to the Unified Development Code, Article 6-Parking and Loading Requirements; Article 7-Sign Regulations; and Article 8-Landscaping & Buffers -- Guy Herring.
- 6. Contracts, Bid Awards, Agreements:**
 - 1) Discuss and Consider FY20 Aging Services Contract with the Northeast Georgia Regional Commission for elderly and/or disabled services - Merry Howard
 - 2) Discuss and Consider Senior Center FY20 Coordinated Transportation Memorandum of Understanding with the Northeast Georgia Regional Commission for transportation services to/from the Senior Center of elderly and/or disabled Oconee County citizens - Merry Howard.
 - 3) Discuss Bid Award for the Mars Hill Road, Virgil Langford Road and Rocky Branch Road Intersection Project - Jody Woodall.
- 7. Alcohol License Applications, Modifications:**
 - 1) Discuss new Alcohol License Application for Newk's Eatery located at The Markets of Epps Bridge, 1850 Epps Bridge Parkway, Athens with Charles (Dillon) Harper as the Registered Agent -- Kathy Hayes
- 8. Executive Session to discuss land acquisition, personnel matters and/or potential litigation (if needed)**

Individuals with disabilities who require accommodations to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are required to contact the ADA Coordinator at 706-769-5120 promptly to allow the County to make reasonable accommodations.

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9. Adjourn

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Oconee County Department Memorandum

DATE: 25 June 2019
TO: Kathy Hayes
FROM: Wes Geddings
SUBJECT: Proposed Property Disposition Ordinance Update

ISSUE SUMMARY:

(Background)

Oconee County's Property Disposition Ordinance, effective July 11, 2017, in accordance with Title 36, Chapter 9, and Title 32, Chapter 7 of the Official Code of Georgia, requires the following for disposition of personal property:

1. Declaration of unserviceability by the Board of Commissioners
 - a. Unserviceable – no longer used advantageously by the county
2. Disposition may occur by public sale, sealed bidding, spot bidding, or other advantageous methods. Sale to an individual shall be for the highest net purchase price reasonably obtainable. Sale to another government shall be for a fair and reasonable price.
3. Unserviceable personal property may be sold by means deemed most advantageous to the County as determined by the Board of Commissioners.
4. The sale of personal property with an original purchase cost of \$10,000.00 or less can be approved by the County Administrator. The Board of Commissioners shall approve the sale of personal property with an original purchase cost exceeding \$10,000.00.

RECOMMENDATION:

Requesting review of the proposed property disposition ordinance update



Oconee County Department Memorandum

ANALYSIS:

The following changes are proposed:

1. Declaration of unserviceability by the Finance Director
2. Unserviceable personal property may be sold by means deemed most advantageous to the County as determined by the Finance Director.
3. The sale of personal property with a depreciated cost of \$10,000.00 or less can be approved by the Finance Director. The Board of Commissioners shall approve the sale of personal property with a depreciated cost exceeding \$10,000.00.

PROPERTY DISPOSITION ORDINANCE OF OCONEE COUNTY, GEORGIA

AN ORDINANCE REGULATING THE DISPOSITION OF REAL OR PERSONAL PROPERTY OWNED BY OCONEE COUNTY AND FOR OTHER PURPOSES THERETO.

ENACTMENT CLAUSE

For the purpose of promoting the health, safety and general welfare of the present and future inhabitants of the unincorporated areas of Oconee County and to provide for an orderly and proper disposal of real and personal property, the Board of Commissioners does hereby ordain and enact into law the following:

ARTICLE ONE: GENERAL PROVISIONS

Section 1. Title. This Ordinance shall be known and may be cited as the Property Disposition Ordinance.

Section 2. Definitions. All terms used herein shall have the definitions ascribed to them in Title 36, Chapter 9, and Title 32, Chapter 7, both of the Official Code of Georgia Annotated.

ARTICLE TWO: SALE OF SURPLUS REAL PROPERTY GENERALLY

Section 1. Public sale required. Disposition of real property owned by the county shall be conducted by public sale or exchange in accordance with O.C.G.A. § 36-9-3, or as otherwise provided by state law.

Section 2. Exceptions to public sale. The following transactions shall not be governed by Section 1:

- A. A redemption of real property acquired by county under tax deed.
- B. A grant of easement or license.
- C. A grant or conveyance of right-of-way or for other transportation purchases.
- D. A conveyance to any other unit of government.
- E. A conveyance of recreational set-aside property to a homeowner's association in the manner permitted by state law.

- F. A lease that constitutes a usufruct under state law.
- G. Sale of parcels of small or narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances or land use plans, or as streets, whether owned in fee or used by easement. Such parcels may be sold to abutting property owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property without first submitting the sale or conveyance to the process of an auction or the solicitation of sealed bids; provided, however, that each abutting property owner shall be notified of the availability of the property and shall have the opportunity to purchase said property at a price and upon terms negotiated between the property owner and the County.

Section 3. Procedures. Except as otherwise specifically provided by state law, the County shall not dispose of any real property unless the Board of Commissioners has declared such real property to be unserviceable. Other than dispositions governed by subsection (a) or by specified provisions of state law, any disposition may be made at public or private sale, upon such terms as the Board of Commissioners shall deem to be in the county's best interest.

ARTICLE THREE: SALE OF SURPLUS REAL PROPERTY BY REAL ESTATE BROKER

Real property, specifically properties which are remnants of land from total takes on Oconee County road projects, may be disposed of by sale by real estate broker in accordance with Georgia law Section O.C.G.A. § 32-7-4 et seq.

Section 1. Requirements for real estate brokers. Real estate brokers must be licensed in accordance with Georgia law Section O.C.G.A. § 43-40-1 et seq.

Section 2. Declaration of surplus property. Property is declared surplus by the Oconee County Board of Commissioners in a regularly scheduled meeting.

Section 3. Notification to former or subsequent owner. The former or subsequent owner is notified in writing of intent to sell, as he/she has the first right to purchase the property at the fair market value price. If the former or subsequent owner waives this right, then adjoining property owners are notified that the property will be sold by real estate broker or by competitive sealed bid.

Section 4. Selection of broker. The broker shall be selected competitively, by a sealed proposal process.

Section 5. Advertising and listing of property. Commencing at the time of the listing of the property as provided in O.C.G.A. § 32-7-4, the County shall publicly advertise once a week for two weeks in the legal organ of the County the property and the name of the broker handling the property. Property shall be listed for a period of at least three months. Property cannot be sold for less than fair market value excluding commission fee. If property does not sell during the listing time, the County may renegotiate the commission to a lower fee, extend the exclusive agreement with the real estate broker or recommend to the Board of Commissioners that disposal be by competitive sealed bid or public auction.

Section 6. Approval of sale. All sales of properties shall be approved by the Board of Commissioners at a regular scheduled public meeting.

ARTICLE FOUR: DISPOSITION OF PERSONAL PROPERTY

Section 1. Declaration of unserviceability. The Board of Commissioners shall determine whether a particular item or category of personal property can no longer be used advantageously by the county and has therefore become unserviceable. The Board of Commissioners may establish criteria establishing unserviceability for categories of personal property which may become unserviceable on a regular, frequently recurring basis, and may delegate to the County Administrator the determination of whether a particular commodity meets the criteria of unserviceability for its category.

Section 2. Disposition. Unserviceable personal property may be sold by public sale, sealed bidding, spot bidding or any other means deemed most advantageous to the County under the particular circumstances as determined by the Board of Commissioners. A sale to a private person shall be for the highest net purchase price reasonably obtainable by the County. A sale to another unit of government shall be for a fair and reasonable purchase price that need not be as high as the purchase price obtainable from a private person. All sales for personal property items where the original unit purchase cost is \$10,000.00 or less shall be approved by the County Administrator. The Board of Commissioners shall approve sales for personal property where original unit cost exceeds \$10,000.00.

SECTION FIVE: LEASES OF COUNTY OWNED REAL PROPERTY

The Board of Commissioners may offer to lease county-owned real property if:

- A. The real property is not in the best interest of the county but the real property is not currently being used.
- B. The real property has been newly acquired but not immediately put to use by the county, and may reasonably be leased on a month-to-month or short-term basis.

A lessee's interest under any lease executed under this section shall constitute a usufruct only.

ARTICLE FIVE: MISCELLANEOUS

Section 1. Severability. In the event any section, subsection, sentence, clause or phrase of this Ordinance is declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect any other section, subsection, sentence, clause or phrase, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.


Section 2. Repeal of Conflicting Ordinances. All ordinances, resolutions and parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

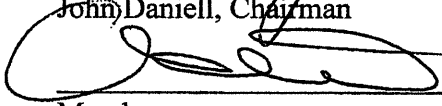
Section 3. Effective Date. The provisions of this Ordinance shall be effective and in force upon the date of its adoption, the public welfare demanding it.

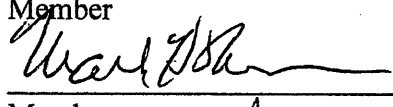
Approved by the Oconee County Board of Commissioners after a first reading on the 6th day of June, 2017, second reading on the 27th day of June, 2017, and final action adopting and approving same on the 11th day of July, 2017.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY:


John Daniell, Chairman


Member

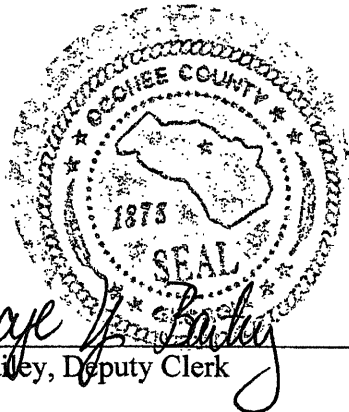

Member


Member


Member

Attest:


Tracie Bailey, Deputy Clerk





Oconee County Department Memorandum

DATE: July 24, 2019
TO: Board of Commissioners
FROM: Merry Howard
SUBJECT: FY20 Aging Services Contract

ISSUE SUMMARY: To approve a contract between the Northeast Georgia Regional Commission, through its Area Agency on Aging Division/Department of Human Services and the Oconee County Board of Commissioners to provide an array of services for the elderly and/or disabled persons in the Northeast Georgia Planning and Service Area.

This is a contract to provide funding to the Oconee County Senior Center for Home and Community Based Services (HCBS) as it relates to Home Delivered Meals, Congregate Meals, Recreational Activities and Programs. Federal and State funding is provided through the Georgia Department of Human Services - Aging Services Division and Northeast Georgia Regional Commission. The Oconee County Board of Commissioners/Senior Center is responsible for providing a designated percentage of matching funds along with additional funding provided through voluntary contributions, cost share, and program income.

The Oconee County Board of Commissioners/Senior Center is a Contractor under the Northeast Georgia Regional Commission/Aging Services Division and will receive reimbursement for HCBS under the provisions of the Older American Act of 1965, Public Law 89-73.

RECOMMENDATION: Approve the contract as submitted.

FINANCIAL IMPACT: None.

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 2019 by and between the **Northeast Georgia Regional Commission, through its Area Agency on Aging Division** (hereinafter referred to as NEGRC) and **Oconee County Board of Commissioners** (hereinafter referred to as the CONTRACTOR).

WITNESSETH

WHEREAS, 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, 2019. All services required hereunder shall be completed on or before June 30, 2020, 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 **Attachment A**, which is attached herein by reference and made a part of this contract.

COMPENSATION

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.

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.

ASSIGNMENT AND AMENDMENT

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

FORMAL COMMUNICATIONS

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

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

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

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

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

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

CONTRACT DISPUTES

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

NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS

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

CONFIDENTIALITY OF AND ACCESS TO CLIENT RECORDS

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

- a. No information about a client, or obtained from a client shall be disclosed in a form that identifies the person without the informed consent of the person or of his legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal or NEGRC personnel.

- b. Only authorized personnel as designated by the NEGRC shall have access to confidential client records;
- c. Confidential client records shall be maintained in secure, locked areas when not in use by authorized personnel if applicable; access to client information maintained in electronic information systems shall be limited through accepted security access practices, including, but not limited to password protections.
- d. CONTRACTOR is responsible for arranging for and ensuring that all electronic systems have and use individual passwords to access the systems. Passwords may not be shared.
- e. CONTRACTOR is not required to disclose to the public such information as is exempt from disclosure under the Federal Freedom of Information Act, as amended.

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

RECORDS RETENTION

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

INSPECTION OF WORK PERFORMED

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

CONFLICT OF INTEREST

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

RIGHT TO SUSPEND CONTRACT

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

TERMINATION

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

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

COOPERATION IN TRANSITION OF SERVICES

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

SUBCONTRACTS

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

disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

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

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

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

- A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The CONTRACTOR is responsible to ensure that subcontractors are appropriately licensed.
- C. The CONTRACTOR agrees to notify the NEGRC and the GA Department of Human Services in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by state or federal laws. The CONTRACTOR agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PUBLICITY

CONTRACTOR must ensure that any publicity given to the program or services provided herein identifies the NEGRC and the Georgia Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior written approval for the materials must be received from the NEGRC and the Georgia Department of Human Services. All media and public information materials must also be approved by the Georgia Department of Human Services Office of Communications. In addition, the CONTRACTOR shall not display the NEGRC or the Georgia Department of Human Services' name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the NEGRC and the Georgia Department of Human Services.

INDEMNIFICATION

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

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

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

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

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

DRUG-FREE WORKPLACE

- A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If CONTRACTOR is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".
- C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
1. The CONTRACTOR has made false certification hereinabove; or
 2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to 31 US Code § 1352 Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, §§ 319 of Public Law 101-121, the CONTRACTOR agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding one-hundred thousand (\$100,000), the CONTRACTOR shall file with the NEGRC a signed "Certification Regarding Lobbying," attached hereto as **Annex W**, Certification Regarding Lobbying.
 3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.

4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of twenty-five thousand (\$25,000) or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

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

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

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

D. Penalties:

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

2. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
3. The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award document for all subawards at all tires (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CRIMINAL HISTORY INVESTIGATIONS

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

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

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

AIDS POLICY

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

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

- B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the NEGRC as applicable to the specific programs and as provided to the board by the program division.

DEBARMENT

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

LIABILITY

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

SECTION II SPECIAL TERMS AND CONDITIONS

NEGRC AND CONTRACTOR AGREEMENTS

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

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

A. The CONTRACTOR hereby agrees:

1. That a summary of service delivery sites for each fund source or program is attached hereto as **Annex A**, 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 C**, Budget Fund Source Summary and **Annex D**, Budget Service Summary. That a summary of service delivery sites for each fund source or program and the quantity of the specific services to be provided are attached hereto as **Annex B**, Program Performance Report by Provider. The CONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of services to be provided, or numbers of persons to be served will be made without prior written approval of NEGRC.
3. All activities will be entered into the Harmony Database 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.). The quantity and specific services to be provided are as specified in **Annex B**, HCBS Program Performance Report by Service, **Annex L**, Title IIIB Legal Services Quarterly Report Narrative and **Annex U**, Wellness Program Quarterly/Annual Program Performance Report.

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. The quantity of the specific service (s) to be provided is shown in **Annex B**, HCBS Program Performance by Provider Report.

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; GeorgiaCares services; health promotion/disease prevention; information and assistance; in-home services to include homemaker, personal care, and/or respite; Elderly Legal Assistance Program (ELAP) services; Long Term Care Ombudsman 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 D**, Area Plan Service Summary Report.

D. INCOME TAX CHECKOFF

To provide home delivered meals, and/or transportation to impaired adults sixty (60) years of age and over. The quantity of the specific service(s) to be provided is as specified in Annex B, HCBS Program Performance Report by Provider.

AND

B. The Georgia Department of Human Services will:

1. Provide technical assistance, guidance (guidelines), consultation, management and other necessary support under provisions of Title III, V, and VII of the Older Americans Act, Social Services Block Grant, Community Care and Services for the Elderly Act of 1982, and other appropriate laws, regulations, agreements and all other applicable policies. The Department of Human Services will also provide technical assistance, guidance, management and other necessary support for all other state funded programs in this contract.
2. Assess, monitor and evaluate progress toward achievements of objectives set forth in the approved Area Plan and/or subproject proposal.

CONTRACTOR ACCOUNTING REQUIREMENTS

CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this contract. CONTRACTOR'S accounting procedures

and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the contract shall be readily ascertainable there from.

ALLOWABLE COSTS.

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

FINANCIAL MANAGEMENT

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

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

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

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

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

DOCUMENTATION OF RENT COST

- A. All CONTRACTOR-budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the NEGRC).
- B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR will require written authorization from a GA Department of Human Services/Division of Aging Services Fiscal Manager. Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 225 Appendix B.

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 J**, 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.

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.

STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

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

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

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

B. Compliance with Security Management Process:

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

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

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

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

AUDITS AND FINANCIAL REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

COLLECTION OF AUDIT EXCEPTIONS

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

ASSIGNMENT AND MERGER

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

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 (Harmony) hardware and software requirements as stated below:

Harmony Certified System Requirements	
Operating System:	Windows 7 / Windows 8.1 / Windows 10
Browser:	<u>Certified:</u> Internet Explorer 11 Note: If using Harmony 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	<p><u>Certified:</u> Microsoft Office 2003, 2007, and 2013, InfoPath 2003 and 2007</p> <p><u>Supported:</u> Microsoft Office 2007, 2010, and 2013, InfoPath 2010</p> <p>Note that Microsoft Office 2013 is only Supported for Windows 10 at this time.</p>
*Harmony 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 Contractors 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.

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 contract.

- A. In the case of an emergency, CONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. CONTRACTOR shall have a formal written critical reporting procedure that is approved by the licensing or certification authority, if applicable, NEGRC and by the funding agencies.
- C. CONTRACTOR is responsible for taking necessary actions to protect NEGRC clients from any possibility of harm. In doing this, CONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.
- D. CONTRACTOR must notify the appropriate NEGRC or Division of Aging Services staff of the critical incident and results of any immediate action taken. CONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The NEGRC and the Georgia Department of Human Services will determine whether the CONTRACTOR actions were appropriate and sufficient, and/or whether additional corrective

actions are warranted. In investigating a Critical Incident, the NEGRC or Department of Human Services will determine:

1. Whether or not client's health, safety and welfare are adequately protected;
 2. That the response to the situation and event was reasonable and appropriate;
 3. That the CONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 4. That CONTRACTOR and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. CONTRACTOR agrees to cooperate with the NEGRC and Division of Aging in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this contract.
- G. Each CONTRACTOR shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the CONTRACTOR and shall confirm in content to the sample **Annex BB**, which is attached in this contract. The Notice must be posted in a conspicuous, common area accessible to clients/customers/consumers, and the general public.

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

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

ENTIRE AGREEMENT

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

CONTRACT ANNEX INCLUSION

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

- ☒ Annex A Area Plan Budget Provider Service Detail
- ☐ Annex B Home and Community Based Services - Program Performance Report by Service
- ☒ Annex C Area Plan Budget Fund Source Summary by Provider
- ☒ Annex D Area Plan Budget Service Summary by Provider
- ☒ Annex J Report of Certified Costs/In-kind
- ☐ Annex N Senior Community Service Employment Program Quarterly Narrative Report
- ☐ Annex O Senior Community Service Employment Program Standard Assurances
- ☐ Annex S GeorgiaCares SHIP Resource Report Form
- ☐ Annex S (b) GeorgiaCares SHIP Narrative Report deadline
- ☒ Annex W Certification Regarding Lobbying
- ☒ Annex X Debarment Certification
- ☐ Annex Y GeorgiaCares SMP Semi-Annual Narrative
- ☒ Annex AA HIPAA Business Associate Agreement
- ☒ Annex BB Notice Concerning Critical Incident Reporting
- ☒ Annex CC Contractual and Standard Assurances
- ☒ Annex DD Nutrition Program Assurances
- ☒ Annex EE Security and Immigration Affidavit
- ☒ Annex FF Assurance of Compliance with Title VI of the Civil Rights Act of 1964
- ☒ Annex GG Assurance of Compliance with the Americans Disabilities Act of 1990

SIGNATURES TO CONTRACT BETWEEN
THE NORTHEAST GEORGIA REGIONAL COMMISSION

AND

OCONEE COUNTY BOARD OF COMMISSIONERS

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

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

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

Signature 

Name _____

Title _____

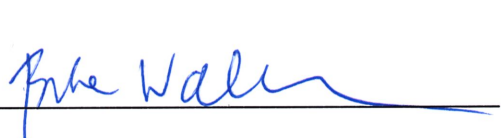
Date _____

Witness

Signature 

Title Executive Assistant

Date 07.03.19

Signature 

Name BURKE WALKER

Title EXECUTIVE DIRECTOR

Date 7/3/2019

Signature 

Name BILLY PITTARD

Title RC Board Chairman

Date 7-3-2019

ATTACHMENT A

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 2020, CONTRACTOR will provide services are the following rates:

Congregate Meals Unit Cost \$15.97 Per Meal

Home Delivered Meals Unit Cost \$20.28 Per Meal

ACL NSIP Federal funding is now by Line Item Only and can only be used for Raw Foods.

The Raw Foods amount in your UCM was backed out of the unit cost funding and your Congregate Meals Unit Cost above is a weighted unit cost. No activities will be entered into the Harmony Database for this fund source and you can send me receipts for the raw foods purchased for congregate meals which can equate to a 12th of the funding each month.

ATTACHMENT B

Nathan Deal
Governor



Robyn A. Crittenden
Commissioner

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

MEMORANDUM

TO: Area Agency on Aging Directors
FROM: Abby Cox, Director *MAC*
Division of Aging Services
RE: Accuracy of Data Entry
DATE: February 8, 2017

The Department of Human Services (DHS) Division of Aging Services (DAS) data system is the official mechanism for reporting all fiscal and programmatic transactions of service providers and Area Agencies on Aging (AAAs). The accuracy of the data entered into the system is required by contract and by law and it is paramount.

When recording units of any service in a client's record, the actual dates and times of service delivery must be entered correctly in the appropriate data fields. It is not appropriate to enter actual dates and times of service by means of manual text in the comments section, while incorrect information has been submitted in the Activity Times fields. Entering dates and times other than when services were rendered is not acceptable and will be subject to penalties pursuant to department policies and State and Federal laws.

According to DHS DAS policy (DAS MAN 5600, Section 3022), AAAs are required to complete data entry no later than the fifteenth (15th) working day of the month following the completion of the prior month's activities. Each AAA must require service providers to enter data prior to this deadline. All service delivery dates must be accurate. No documentation of alternate dates of service will be

Two Peachtree Street, NW, Atlanta, Georgia 30303
1-844-MYGADHS | dhs.ga.gov

allowed. If the service 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 both the AAA and DHS DAS for a temporary waiver and written permission by the AAA and DHS DAS is required to receive reimbursements for such late data entry. No permission will be comprehensive or on-going, but each singular request is to be considered on a case-by-case basis which will take into account a provider's history of non-compliance with policy.

AAAs who have service providers out of compliance must develop a corrective action plan with the provider. Such corrective action plans are due to the appropriate regional coordinator for approval on or before March 1, 2017. Any service provider currently out of compliance must come into compliance by the end of quarter 3 (March 31, 2017) of this fiscal year.

Oconee County Board of Commissioners [Parent]

HCBS - Nutrition Services

Home Delivered Meals

Funding Source	Start Date	End Date	Budget Revenue	% of Service Revenue	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
CBS - HCBS State (Unit Cost)	07/01/2019	06/30/2020	\$ 3,792.36	3.74%	1.00	\$ 20.28	187.00	\$ 3,792.36	\$ 3,792.36	\$ 20.28
NSIP - SSBG Supplemental (Unit Cost)	07/01/2019	06/30/2020	\$ 1,804.92	1.78%	1.00	\$ 20.28	89.00	\$ 1,804.92	\$ 1,804.92	\$ 20.28
NSIP - State (Unit Cost)	07/01/2019	06/30/2020	\$ 6,692.40	6.60%	2.00	\$ 20.28	330.00	\$ 6,692.40	\$ 3,346.20	\$ 20.28
OAA Title III C2 - Home Delivered Meals (Unit Cost)	07/01/2019	06/30/2020	\$ 20,746.44	20.46%	5.00	\$ 20.28	1,023.00	\$ 20,746.44	\$ 4,149.29	\$ 20.28
Other (Unit Cost)	07/01/2019	06/30/2020	\$ 68,363.88	67.42%	16.00	\$ 20.28	3,371.00	\$ 68,363.88	\$ 4,272.74	\$ 20.28
Service Subtotal			\$ 101,400.00		25.00		5,000.00	\$ 101,400.00	\$ 17,365.51	\$ 101.40
Program Subtotal			\$ 101,400.00		25.00		5,000.00	\$ 101,400.00	\$ 17,365.51	\$ 101.40

HCBS - Senior Centers

ANNEX A



Area Plan Budget Provider Service Detail

Congregate Meals									
Funding Source	Start Date	End Date	Budget Revenue	% of Service Revenue	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client
CBS - HCBBS State (Unit Cost)			\$ 6,579.64	2.92%					\$ 15.97
	07/01/2019	06/30/2020			5.00	\$ 15.97	412.00	\$ 6,579.64	\$ 1,315.93
NSIP - ACL (Line Item)			\$ 33,600.00	14.91%					\$ 0.00
	07/01/2019	06/30/2020							
OAA Title III C1 - Congregate Meals (Unit Cost)			\$ 58,322.44	25.89%					\$ 15.97
	07/01/2019	06/30/2020			41.00	\$ 15.97	3,652.00	\$ 58,322.44	\$ 1,422.50
Other (Unit Cost)			\$ 126,785.83	56.28%					\$ 15.97
	07/01/2019	06/30/2020			89.00	\$ 15.97	7,939.00	\$ 126,785.83	\$ 1,424.56
Service Subtotal			\$ 225,287.91		135.00		12,003.00	\$ 191,687.91	\$ 4,162.99
Senior Recreation									
Funding Source	Start Date	End Date	Budget Revenue	% of Service Revenue	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client
OAA Title III B - Supportive Services (Line Item)			\$ 17,946.00	100.00%					\$ 10.56
	07/01/2019	06/30/2020			26,559.00	\$ 0.00	1,700.00	\$ 0.00	\$ 0.00
Service Subtotal			\$ 17,946.00		26,559.00		1,700.00	\$ 0.00	\$ 10.56
Program Subtotal			\$ 243,233.91		26,694.00		13,703.00	\$ 191,687.91	\$ 4,162.99
Oconee County Board of Commissioners [Parent] Totals			\$ 344,633.91		26,719.00		18,703.00	\$ 293,087.91	\$ 21,528.50

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

ANNEX C

Print date: 7/1/2019

Print time: 9:22AM

SFY: 2020 Status: Approved

Page 40 of 52

PSA: Northeast Georgia

Provider: Oconee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Fund Source	Service	Federal	State	Minimum Required Match	Total
ACL Nutrition Services Incentive Program (NSIP)	HCBS-Congregate Meals-Ind	\$33,600	\$0	\$0	\$33,600
	HCBS-Home Delivered Meals-Ind	\$0	\$0	\$0	\$0
	Total	\$33,600.00	\$0.00	\$0.00	\$33,600.00
CBS - HCBS State	HCBS-Congregate Meals-Ind	\$0	\$6,577	\$0	\$6,577
	HCBS-Home Delivered Meals-Ind	\$0	\$3,775	\$0	\$3,775
	Total	\$0.00	\$10,352.00	\$0.00	\$10,352.00
Income Tax Check-off	HCBS-Home Delivered Meals-Ind	\$0	\$0	\$0	\$0
	Total	\$0.00	\$0.00	\$0.00	\$0.00
NSIP - State	HCBS-Home Delivered Meals-Ind	\$0	\$6,683	\$0	\$6,683
	Total	\$0.00	\$6,683	\$0.00	\$6,683
NSIP SSBG Supplemental	HCBS-Home Delivered Meals-Ind	\$1,795	\$0	\$0	\$1,795
	Total	\$1,795	\$0.00	\$0.00	\$1,795
OAA Title III C1 - Congregate Meals	HCBS-Congregate Meals-Ind	\$42,106	\$2,477	\$4,954	\$49,537
	Total	\$42,106.00	\$2,477.00	\$4,954.00	\$49,537.00
OAA Title III C2 - Home Delivered Meals	HCBS-Home Delivered Meals-Ind	\$15,334	\$902	\$1,804	\$18,040
	Total	\$15,334.00	\$902.00	\$1,804.00	\$18,040.00

Note: Contracting Document for Federal, State and Minimum Required Match for by Provider for Program, Category and Service.

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

Print date: 7/5/2019

Print time: 9:22AM

SFY: 2020 Status: Approved

Page 41 of 52

PSA: Northeast Georgia

Provider: Oconee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Fund Source	Service				
		Federal	State	Minimum Required Match	Total
Total		\$92,835.00	\$20,414.00	\$6,758.00	\$120,007.00

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

Print date: 7/1/2019

Print time: 9:22AM

SFY: 2020 Status: Approved

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PSA: Northeast Georgia

Provider: Oconee County Board of Commissioners

Program: HCBS Service

Fund Source	Service	Federal	State	Minimum Required Match	Total
OAA Title III B - Supportive Services	HCBS-Senior Recreation-Group	\$5,371	\$316	\$632	\$6,319
	Total	\$5,371.00	\$316.00	\$632.00	\$6,319.00
Total		\$5,371.00	\$316.00	\$632.00	\$6,319.00

Provider Total of All Services: \$126,326

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

SFY: 2020 Status: Approved

PSA: Northeast Georgia
 Provider Oconee County Board of Commissioners

Program	Service	Fund Source	Federal	State	Minimum Required Match	Total
HCBS Nutrition / Wellness	HCBS-Congregate Meals-Ind	ACL Nutrition Services Incentive Program (NSIP)	\$33,600	\$0	\$0	\$33,600
		CBS - HCBS State	\$0	\$6,577	\$0	\$6,577
		OAA Title III C1 - Congregate Meals	\$42,106	\$2,477	\$4,954	\$49,537
		Service Total	\$75,706	\$9,054	\$4,954	\$89,714.00
	HCBS-Home Delivered Meals-Ind	ACL Nutrition Services Incentive Program (NSIP)	\$0	\$0	\$0	\$0
		CBS - HCBS State	\$0	\$3,775	\$0	\$3,775
		Income Tax Check-off	\$0	\$0	\$0	\$0
		NSIP - State	\$0	\$6,683	\$0	\$6,683
		NSIP SSBG Supplemental	\$1,795	\$0	\$0	\$1,795
		OAA Title III C2 - Home Delivered Meals	\$15,334	\$902	\$1,804	\$18,040
		Service Total	\$17,129.00	\$11,360.00	\$1,804.00	\$30,293.00
		Program Total	\$92,835.00	\$20,414.00	\$6,758.00	\$120,007.00

Note: Contracting Document for Federal, State and Minimum Required Match for by Provider for Program, Category and Fund Source.

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

Print date: 7/1/2019
 Print time: 9:23AM
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SFY: 2020 Status: Approved

PSA: Northeast Georgia
Provider: Oconee County Board of Commissioners

Program		Service	Fund Source			
HCBS Service	HCBS-Senior Recreation-Group	OAA Title III B - Supportive Services	Federal	State	Minimum Required Match	Total
			\$5,371	\$316	\$632	\$6,319
			Service Total		\$5,371	\$316
	Program Total		\$5,371	\$316	\$632	\$6,319

Note: Contracting Document for Federal, State and Minimum Required Match for by Provider for Program, Category and Fund Source.

**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, DHR: _____

Specify Type of Certified Costs:

Certified Costs: _____ Non-Cash Match: _____

Specify Type of Program

Type of Program: _____ Contract #: 42700-373-0000071654

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:

Cash	\$
_____	\$
_____	\$
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 DHR or federal auditors to review.

Date: _____

Signature: _____

Program Instruction 2006-1 (7/1/05)
Form 5215

Title: _____

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 
(Signature of Official Authorized to Sign)

Date _____

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

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

Name and Title of Authorized Representative	 Signature	Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

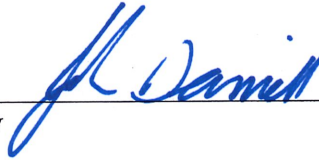
Contractor:

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

Nathan Deal
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

CONTRACTUAL AND STANDARD ASSURANCES

Annex CC

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

Check if
Yes

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

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

- _____ 22. Assures effective financial management of funds allocated to the aging programs through the use of the Uniform Cost Methodology. Assure compliance with existing regulations and all relevant and current circulars from the Federal Office of Management and Budget for determination and allowability of costs in connection with federal/state contracts and grants.
- _____ 23. Assures the accurate and timely reporting of programmatic and financial information to the NEGRC Area Agency on Aging, state and federal government using the DAS Data System as required.
- _____ 24. Assures a method is being implemented to obtain client feedback on services provided to maintain quality of programs and that this feedback is used in program planning.
- _____ 25. Assures access to all program and agency records by NEGRC, DHS Division of Aging Services and other federal or state auditors as needed, requested or required.
- _____ 26. Assures cooperation in the use of any facility, equipment or resources owned or operated which may be required by DHS in the event of a declared emergency or disaster.
- _____ 27. Assures cooperation in the transition of any service subsequently contracted to another vendor/contractor.

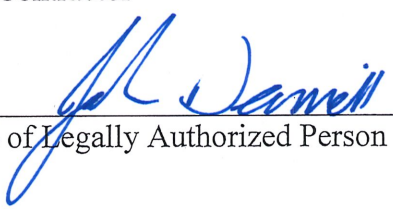
I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE
CONTRACTURAL AND STANDARD ASSURANCES AS STATED ABOVE.

Date

Name of Contractor

Title

Signature of Legally Authorized Person



NUTRITION PROGRAM ASSURANCES

Annex DD

The Nutrition Program agency assures the following general program requirements will be met or exceeded. The Nutrition Program will:

Check if

Yes

- ☐ 1. Comply with all policies, procedures, standards, guidelines and regulations for nutrition services contained in the Older Americans Act and the Division of Aging Services Manual and Procedural Issuances.
- ☐ 2. Assure that congregate meals will be provided in a senior center/nutrition site for five days a week (minimum), four hours a day (minimum).
- ☐ 3. Assure that all senior center/nutrition sites shall comply with the Americans with Disability Act requirements, relating to access, and with any other relevant DAS Standards or program requirements.
- ☐ 4. Assure that each meal will comply with provisions in the Older Americans Act, Title III, Subpart 3, Section 339, concerning compliance with Dietary Guidelines for Americans. All meals will be served Monday through Friday and weekends as needed, to eligible persons.
- ☐ 5. Assure that participants whose NSI score is 6+ receive or are referred to an appropriately trained social service or health care professional for a level one screening.
- ☐ 6. Assure that the operation and maintenance of the senior center/nutrition site is in accordance with the standards of sanitation and fire safety as established by federal, state and local laws, and other applicable policies, rules and regulations.
- ☐ 7. Assure that one qualified staff person is available to manage each senior center/nutrition site, and there is adequate support staff and volunteers to assist with center operations.
- ☐ 8. Assure that certified menus, program records on persons served and the type of services provided will be retained for a minimum of seven years, according to State of Georgia DHS retention requirements.
- ☐ 9. Assure that all program reports and activity logs will be prepared, and submitted as required to the NEGRC Area Agency on Aging by the 5th working day of each month so the data can be entered into the DAS Data System monthly.
- ☐ 10. Assure that participants will have access to nutrition screening, nutrition education, counseling, health screening, exercise and physical fitness, educational programs and recreational activities.

- _____ 11. Assure that every home delivered meal recipient will be assessed at least annually using the RAT, Determination of Need Functional Assessment (DON-R), Nutrition Health Checklist (NSI) and the Food Security Survey. Also after the initial assessment is conducted, the NSI and the Food Security Survey will be administered again six months after services start and at annual reassessments along with the DON-R. **ALL ASSESSMENT INFORMATION MUST BE ENTERED AND SAVED IN THE HARMONY DHS DATA SYSTEM BEFORE A CONTRACTOR WILL GET PAID FOR THE UNITS PROVIDED TO THAT CLIENT.**
- _____ 12. Agree to conduct annual internal monitoring of the nutrition services.
- _____ 13. Agree to accept food stamps, or electronic benefits transfer if available, as voluntary contributions from any eligible participant in the congregate and home delivered meals services.
- _____ 14. Assure that there are written procedures for a meal reservation system, and that the system is implemented.
- _____ 15. Assure that participants are given the opportunity to review menus, evaluate the quality of the food and attend quarterly menu meetings.
- _____ 16. Assure that congregate meals recipients are given the opportunity to have input with respect to the activities to be conducted at senior center/nutrition sites.
- _____ 17. Assure that all menus are planned and prepared for posting on a quarterly cycle. Approved menus must be changed each quarter and developed to accommodate participant preference with ethnic and religious background taken into consideration to the extent possible. A sufficient number of copies of each approved menu must be supplied for posting at each senior center/nutrition site.
- _____ 18. Assure that all menus will have a complete nutritional analysis performed by a Registered Dietitian licensed by the State of Georgia and submitted to NEGRC for approval. All alternative meals must be submitted to the NEGRC and a Registered Dietitian for approval before the meals are served.
- _____ 19. Assure safe meal delivery in accordance with applicable DHS Food Safety and food safety rules and DAS requirements for holding time.
- _____ 20. Assure that all required items are posted and updated as needed (i.e. activities calendar, client contribution, client grievance procedures, fire inspection, health inspections).

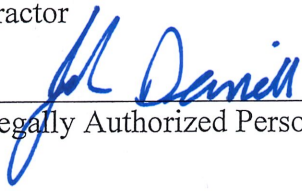
I have reviewed these program requirements and understand my responsibilities in the provision of nutrition services.

Date

Name of Contractor

Title

Signature of Legally Authorized Person

A handwritten signature in blue ink, appearing to read "J. L. Dennis", is written over the signature line.



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 (Northeast Georgia Regional Commission) on behalf of 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

Aging Services

Name of Project

Name of Public Employer

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

for David
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____


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

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



Oconee County Department Memorandum

DATE: July 24, 2019
TO: Board of Commissioners
FROM: Merry Howard
SUBJECT: FY20 Aging Services Contract – Transportation Services

ISSUE SUMMARY: To approve a contract between the Northeast Georgia Regional Commission, through its Area Agency on Aging/Regional Transportation Coordinator and the Oconee County Board of Commissioners to provide transportation services for elderly and/or disabled residents of Oconee County who attend the senior center.

This is a contract to provide funding in the amount of \$25,000 (*3,125 one-way trips, reimbursed @ a rate of \$8 per trip*) to the Oconee County Senior Center for transportation services during FY2020. No matching funds are required.

RECOMMENDATION: Approve the contract as submitted.

FINANCIAL IMPACT: None.

**FY20 COORDINATED TRANSPORTATION
MEMORANDUM OF UNDERSTANDING
PURCHASE OF SERVICES**

MEMORANDUM OF UNDERSTANDING BETWEEN:

Oconee County Board of Commissioners through its Senior Center; hereinafter referred to as Contractor, and the Northeast Georgia Regional Commission, hereinafter referred to as NEGRC, agree:

This Memorandum of Understanding has an effective beginning date of the 1st day of July, 2019 and shall terminate on the 30th day of June, 2020 unless terminated earlier under other provisions of this Memorandum of Understanding.

WITNESSETH:

WHEREAS, NEGRC has a need for, and desires to purchase transportation services for elderly and disabled consumers who are residents of Oconee County to and from the Oconee County Senior Center, and other transportation service for Senior Center consumers as needed.

AND

WHEREAS, the Contractor has represented to NEGRC it is available to provide transportation services for the described population.

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

A. BOTH parties agree:

1. NEGRC will purchase the eligible transportation services.
2. Authorized transportation personnel of Contractor will notify the Regional Transportation Coordinator which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Information will be updated on TRIP\$ as needed and reported to the Regional Transportation Coordinator as requested.
3. The Contractor will invoice the NEGRC on a per client/per trip basis. Invoicing will be completed by the fifth working day of the month following the activity.
4. NEGRC agrees to reimburse Contractor for services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

Service and Payment

1. Purpose:

The purpose of this Agreement is to provide transportation services to Oconee County residents who attend the Oconee County Senior Center.

2. Agreement Term:

The term of this agreement shall be from July 1, 2018 through June 30, 2019, unless terminated earlier in accordance with this agreement.

3. Services to Be Provided:

Contractor shall deliver transportation services to individuals registered with the Regional Transportation Coordinator in accordance to regulations administered by the Georgia Department of Human Services. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to meet needs and render said services on Monday through Friday 6:00 a.m. to 6:00 p.m.

Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by the State and the localities.

Contractor agrees to provide NEGRC certification/proof of workers' compensation insurance coverage on all Contractor's employees.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including clients rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Invoicing:

Contractor shall provide NEGRC with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the fifth working day of the month following the activity.

6. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

Responsibilities

Information:

Contractor also agrees to provide the Trip Cancellation Form Log when needed. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator submitted with the monthly invoices or as requested.

Monitoring and Inspection

NEGRC and Regional Transportation Coordinator will review trip documents, logs, driver logs, vehicle

maintenance records and inspect vehicles. Contractor will cooperate with NEGRC and Regional Transportation Coordinator in making these and other documents and vehicle available.

Payment:

NEGRC agrees to remit payment for approved transportation services rendered by Contractor when reimbursement is received from the Georgia Department of Human Services Contractor.

Total funds allocated to Oconee County Board of Commissioners-Senior Center for FY20 are \$25,000.00. Total payments for services against these funds shall not be exceeded unless amendment(s) to this agreement are issued

Fee Schedule:

Each trip will be billed at \$8.00 per one-way passenger trip for ambulatory passengers and for wheelchair passengers. As funds permit, \$40 per hour for field trips, and \$350 per day for a daily rate will be paid. . See Attachment A for the DHS Rate Schedule that contains the rate for each type trip and the administrative fee.

Consumers or person responsible for the consumers' well-being must call Contractor directly to cancel scheduled trips. Contractor will provide a telephone number with a voice mail system for use for this notification 24 hours a day.

Amendments

1. Termination without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date.

2. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

3. Compliance with Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

4. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

5. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements.

In consideration of the mutual promises, covenants and the payment terms set forth in this page and the attached contract, the NEGRC agrees it shall purchase transportation services in accordance with the terms and conditions of this contract.

Agreed and entered into this 3 day of July, 2019.



James R. Dove, Executive Director
Northeast Georgia Regional
Commission

6/28/19
Date



NEGRC Chairperson
Northeast Georgia Regional
Commission

6/28/19
Date



John Daniell, Chairman
Oconee County Board of Commissioners

07-03-2019
Date

ATTACHMENT A

(Barrow, Clarke, Jackson, Jasper, Madison, Oconee, Oglethorpe, and Walton)
County Board of Commissioners-Senior Centers, Athens Community Council on Aging, NEG AAA, and Athens Transit Bus Passes
Effective Dates: July 1, 2019 to June 30, 2019

TYPE	DEFINITION	AGING (Sen	DFCS	DBMD	GVRA	(OTHER) Elderly & Disabled (MF /
		CTR)				JARC)
		RATE	RATE	RATE	RATE	RATE
CORE	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	\$8.40	N/A	N/A	N/A	\$8.40
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	N/A	N/A	N/A	N/A	N/A
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	\$40.50	N/A	N/A	N/A	\$40.50
FIELD TRIP DAILY	1) Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge a daily rate, trip must be more than 8 hours; or 2) Any field trip with more than 3 passengers in which one vehicle is reserved for use only for HSP clients and the HSP's staff member(s). These trips are not charged per passenger. Examples of the field trip may include shopping trips or recreational community outings.	\$350.50	N/A	N/A	N/A	N/A
AGING & DISABILITY CALL CENTER (HOURLY)	Hourly rate to the NEG AAA, Aging & Disability Resource Connection/Call Center for services to provide screening, ordering, managing transportation services for New Freedom and JARC clients/population in the coordinated transportation system.	\$36.00/hr	N/A	N/A	N/A	\$36.00/hr
BUS PASSES & TICKET BOOKS	Purchase of Bus Passes and Ticket Books from Athens Transit. Regional Commission will purchase and distribute to requesting HSP. HSP will distribute to the consumers. ID is required by Athens Transit for Senior and Disabled passes.	Per Pass / Ticket Bk				
	Adult Single-Ride Tickets (<100 \$1.75; >100 \$1.41)	\$1.41				
	Adult 22-Ride Pass	\$31.00				
	Youth 22-Ride Pass	\$30.00				
	Senior / Disabled 22-Ride Pass (Preauthorization / ID Required)	\$20.00				
	The Lift - Paratransit 10 Single-Ride Tickets (Preauthorization Required)	\$35.00				



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

50742
Federal Work Authorization User Identification Number

Aug 2007
Date of Authorization

Oconee County Senior Center
Name of Subcontractor

DHS Coordinated Transportation
Name of Project

Department of Human Services
Name of Public Employer

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

Executed on July 3, 2019 in Walthamville (city), GA (state).

John Daniell
Signature of Authorized Officer or Agent

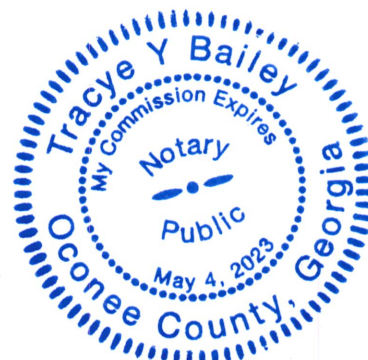
John Daniell, Chairman of Commission
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 3 DAY OF July, 2019.

Tracye Y Bailey
NOTARY PUBLIC

My Commission Expires: 5-4-2023





Oconee County

Department Memorandum

DATE: July 25, 2019

TO: Board of Commissioners

FROM: Jody Woodall, PE – Public Works Director

SUBJECT: Mars Hill Road/Rocky Branch Road/Virgil Langford Road Intersection Improvements

ISSUE SUMMARY:

Consider bid award for the Mars Hill Road/Rocky Branch Road/Virgil Langford Road intersection improvement project. CMES, Inc. was the lowest of three (3) bids received with a bid of \$702,447.00.

RECOMMENDATION:

Public Works recommends awarding the Mars Hill Road/Rocky Branch Road/Virgil Langford Road intersection improvement project bid to CMES, Inc of Norcross, GA with a not to exceed price of \$702,447.00

FINANCIAL IMPACT:

GDOT Off-System Safety Funding - \$250,000.00

Fund Balance - \$452,447.00

Mars Hill Road/Rocky Branch Road/Virgil Langford Road										
LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	CMES		G.P.'s Enterprises		E.R. Snell	
					UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
10	150-1000	Traffic Control	1	LS	\$33,658.00	\$33,658.00	\$28,071.92	\$28,071.92	\$144,800.00	\$144,800.00
15	210-0100	Grading Complete	1	LS	\$243,713.00	\$243,713.00	\$297,672.08	\$297,672.08	\$464,100.00	\$464,100.00
20		Material Testing	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$12,400.00	\$12,400.00
25	210-0250	Remove & Replace Unsuitable Material	25	CY	\$25.00	\$625.00	\$85.00	\$2,125.00	\$83.00	\$2,075.00
30	310-5080	Graded Aggregate Base, 8"	3,500	SY	\$14.00	\$49,000.00	\$16.50	\$57,750.00	\$17.00	\$59,500.00
35	402-3113	Recycled Asphalt Concrete, 12.5mm Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	638	TN	\$112.00	\$71,456.00	\$125.00	\$79,750.00	\$102.00	\$65,076.00
40	402-3190	Recycled Asphalt Concrete, 19mm Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	770	TN	\$120.00	\$92,400.00	\$135.00	\$103,950.00	\$110.00	\$84,700.00
45	413-1000	Bituminous Tack Coat	250	GL	\$7.00	\$1,750.00	\$10.00	\$2,500.00	\$6.10	\$1,525.00
50	432-5010	Mill Asphaltic Concrete Pavement, Variable Depth	320	SY	\$41.00	\$13,120.00	\$55.00	\$17,600.00	\$34.75	\$11,120.00
55	441-6012	Concrete Curb & Gutter, 6"x24", Type 2	1,600	LF	\$15.00	\$24,000.00	\$22.00	\$35,200.00	\$17.25	\$27,600.00
60		Raised Concrete Island, Type 7 Face	7	SY	\$62.00	\$434.00	\$275.00	\$1,925.00	\$446.00	\$3,122.00
65	550-1180	Storm Drain Pipe, 18", H 1-10, HDPE	800	LF	\$36.00	\$28,800.00	\$52.00	\$41,600.00	\$66.50	\$53,200.00
70	550-1180	Storm Drain Pipe, 18", H-1-10, RCP	288	LF	\$46.00	\$13,248.00	\$68.00	\$19,584.00	\$66.50	\$19,152.00
75	550-1240	Storm Drain Pipe, 24", H 1-10, HDPE	135	LF	\$52.00	\$7,020.00	\$78.00	\$10,530.00	\$76.00	\$10,260.00
80	550-1240	Storm Drain Pipe, 24", H 1-10, RCP	176	LF	\$65.00	\$11,440.00	\$100.00	\$17,600.00	\$76.00	\$13,376.00
85	550-3318	Safety End Section, Stormdrain, 18", Slope 4:1	3	EA	\$1,600.00	\$4,800.00	\$2,200.00	\$6,600.00	\$827.00	\$2,481.00
90	550-3324	Safety End Section, Stormdrain, 24", Slope 4:1	1	EA	\$3,300.00	\$3,300.00	\$2,500.00	\$2,500.00	\$1,060.00	\$1,060.00

Mars Hill Road/Rocky Branch Road/Virgil Langford Road										
LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	CMES		G.P.'s Enterprises		E.R. Snell	
					UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
95	636-1033	Highway Signs, Type 1 Material, Reflective Sheeting Type 9	143	SF	\$22.00	\$3,146.00	\$25.00	\$3,575.00	\$23.50	\$3,360.50
100	636-2070	Galvanized Steel Posts, Type 7	72	LF	\$10.00	\$720.00	\$22.00	\$1,584.00	\$12.50	\$900.00
105	653-0120	Thermoplastic Pavement Marking, Arrow, Type 2	21	EA	\$100.00	\$2,100.00	\$250.00	\$5,250.00	\$95.00	\$1,995.00
110	653-0210	Thermoplastic Pavement Marking, Word, Type 1	4	EA	\$190.00	\$760.00	\$250.00	\$1,000.00	\$190.00	\$760.00
115	653-1501	Thermoplastic Solid Traffic Stripe, 5", White	4,700	LF	\$0.60	\$2,820.00	\$0.90	\$4,230.00	\$0.76	\$3,572.00
120	653-1502	Thermoplastic Solid Traffic Stripe, 5", Yellow	4,000	LF	\$0.60	\$2,400.00	\$0.90	\$3,600.00	\$0.76	\$3,040.00
125	653-1704	Thermoplastic Solid Traffic Stripe, 24", White	144	LF	\$5.50	\$792.00	\$15.00	\$2,160.00	\$9.50	\$1,368.00
130	653-3501	Thermoplastic Skip Traffic Stripe, 5", White	700	GLF	\$0.60	\$420.00	\$0.75	\$525.00	\$0.57	\$399.00
135	653-6004	Thermoplastic Traffic Striping, White	180	SY	\$5.00	\$900.00	\$10.00	\$1,800.00	\$6.35	\$1,143.00
140	653-6006	Thermoplastic Traffic Striping, Yellow	775	SY	\$5.00	\$3,875.00	\$10.00	\$7,750.00	\$6.35	\$4,921.25
145	668-1100	Catch Basin, GP 1	7	EA	\$3,500.00	\$24,500.00	\$4,800.00	\$33,600.00	\$4,020.00	\$28,140.00
150	668-1110	Catch Basin, GP 1, Additional Depth	10	VF	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$433.00	\$4,330.00
155	668-2100	Drop Inlet, GP 1	3	EA	\$3,100.00	\$9,300.00	\$4,200.00	\$12,600.00	\$3,650.00	\$10,950.00
160	668-2110	Drop Inlet, GP 1, Additional Depth	3	VF	\$250.00	\$750.00	\$400.00	\$1,200.00	\$433.00	\$1,299.00
165	668-3300	Storm Sewer Manhole, GP 1	2	EA	\$2,100.00	\$4,200.00	\$4,200.00	\$8,400.00	\$3,650.00	\$7,300.00
EROSION CONTROL ITEMS										
170	162-1300	Erosion Control Check Dam - Stone	20	EA	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$545.00	\$10,900.00

Mars Hill Road/Rocky Branch Road/Virgil Langford Road										
LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	CMES		G.P.'s Enterprises		E.R. Snell	
					UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
175	163-0232	Temporary Grassing	3	AC	\$300.00	\$900.00	\$1,500.00	\$4,500.00	\$619.00	\$1,857.00
180	163-0235	Temporary Mulch	20	TN	\$180.00	\$3,600.00	\$400.00	\$8,000.00	\$390.00	\$7,800.00
200	163-0550	Inlet Sediment Traps	10	EA	\$240.00	\$2,400.00	\$800.00	\$8,000.00	\$599.00	\$5,990.00
190	171-0030	Temporary Silt Fence, TP C	3,000	LF	\$4.00	\$12,000.00	\$3.00	\$9,000.00	\$9.00	\$27,000.00
195	603-2012	Stone Dumped Rip Rap, TP 1	150	SY	\$50.00	\$7,500.00	\$95.00	\$14,250.00	\$51.25	\$7,687.50
180	700-5000	Grassing Complete	1	LS	\$3,500.00	\$3,500.00	\$22,500.00	\$22,500.00	\$3,480.00	\$3,480.00
205		NPDES Sampling, Inspections, & Report, 8 Months	1	LS	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$24,000.00	\$24,000.00
					Total	\$702,447.00	Total	\$893,582.00	Total	\$1,137,739.25



Oconee County Department Memorandum

DATE: July 24, 2019
TO: Board of Commissioners
FROM: Kathy Hayes, County Clerk
SUBJECT: Alcohol License Application – Newk’s Eatery

ISSUE SUMMARY:

Newk’s Eatery, located at 1850 Epps Bridge Parkway, has applied for a 2019 alcohol license. David Weeks and Edward Keith Owens are owners of the restaurant. Charles Harper is the Registered Agent and has attended RASS Training and received his certificate. The application is complete.

RECOMMENDATION:

Approval of the 2019 Alcohol License Application for Newk’s Eatery to sell beer and wine.

FINANCIAL IMPACT:

Alcohol License Application Fee: \$100.00
Background Check Fee: \$41.00
Beer and Wine License Fee: \$2,000.00/year

OCONEE COUNTY BOARD OF COMMISSIONERS

COUNTY CLERK

P.O. Box 145
23 North Main Street
Watkinsville, Georgia 30677
Phone (706) 769-5120 ~ Fax (706) 769-0705

Email questions, completed application, and any attachments to: khayes@oconee.ga.us or tbailey@oconee.ga.us.

Pages 6, 9, 10, and 11 require an original signature and/or notarization. Application may be emailed, and original signatures may be delivered at a later date.

APPLICATION FOR LICENSE
FOR SALE OF MALT BEVERAGES, WINE & DISTILLED SPIRITS

1. **Type of License – please check one:**

☒ New - \$100 ☐ Renewal – No Fee ☐ Modification - \$500

2. **Administrative Fee:** ☒ \$100 – New License Applications / **Background Check:** ☒ \$41.00
(Annual renewal applications are exempt from Administrative & Investigative Fees)

3. **Type of Business:**

☒ Restaurant ☐ Wholesale ☐ Convenience Store
☐ Package Store ☐ Supermarket ☐ Recreational Club ☐ Other*

* Please explain _____

Will live entertainment be offered? ☐ Yes ☒ No

If yes, please explain _____

4. **License Classification & Fees – please check all that apply:**

Retail Consumption on Premises (restaurants)

☒ Beer \$1000 ☒ Wine \$1000 ☐ Distilled Spirits \$1000 TOTAL \$ 2000

Retail Package

☐ Beer \$500 ☐ Wine \$500 ☐ Beer & Wine \$1000 TOTAL \$ _____

Wholesale Distributor

☐ Beer \$100 ☐ Wine \$100 ☐ Beer & Wine \$200 TOTAL \$ _____

Recreational Club

☐ Beer/Wine/Distilled Spirits \$1000

5. **Business:**

Business Name Barkin Eateries LLC 1850 EPPS BRIDGE PKWY

Location Address The Markets AT EPPS BRIDGE Phone 706 340 1102

City Adams State GA Zip Code 30606

Mailing Address 1151 SAXON RD Phone _____

City WATKINSVILLE State GA Zip Code 30677

Who to contact if there are questions regarding the application?

Name DAVID WEEKS Phone _____

Email _____

6. **Registered Agent** (person responsible for alcohol issues for the entity) –
If non-individual ownership or non-resident/non-managing owner:

Full Name CHARLES HARPER

Home Address 130 MCDONALD Home Phone _____

City ATHENS State GA Zip Code 30605

Race AAW Sex M Birth date 5/21/1987

7. **Type of Ownership** (please mark appropriate box and fill out section a, b or c as indicated):

☐ Individual (a) ☐ Partnership (b) ☒ Limited Liability Company (b) ☐ Corporation (c)

a) **For Individual:**

Full Legal Name _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

Race _____ Sex _____ Birthdate _____

b) **For Partnership or LLC:**

All applicants who are non-individual persons shall list the names, addresses and ownership interest of each owner of a 5% or greater interest.

Partnership or LLC Name BARKIN EATERIES LLC

Address 1151 SAXON RD Home Phone _____

City WATKINSVILLE State GA Zip Code 30677

Partners:

- Full Legal Name DAVID WEEKS % Interest 55%

Home Address 1151 SAXON RD Home Phone _____

City WATKINSVILLE State GA Zip Code 30677

- Full Legal Name EDWARD KEITH OWENS % Interest 45%

Home Address 1191 BRIGHTON LANE Home Phone 7062546769

City BOGART State GA Zip Code 30622

- Full Legal Name _____ % Interest _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

(Attach additional pages if necessary)

c) For Corporation:

All applicants who are non-individual persons shall list the names, addresses and ownership interest of each owner of a 5% or greater interest.

Name of Corporation _____
(name should be shown exactly as in Articles of Incorporation or Charter)

Date of Incorporation _____ Place of Incorporation _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Officers:

- Full Legal Name _____

% Stock Owned _____ Office held _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

- Full Legal Name _____

% Stock Owned _____ Office held _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

- Full Legal Name _____ % Interest _____

% Stock Owned _____ Office held _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

(Attach additional pages if necessary)

Stockholders (if different from Officer names):

- Full Legal Name _____ % Interest _____

% Stock Owned _____ Office held _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

- Full Legal Name _____ % Interest _____

% Stock Owned _____ Office held _____

Home Address _____ Home Phone _____

City _____ State _____ Zip Code _____

Stockholders (if different from Officer names):

- Full Legal Name _____ % Interest _____
 % Stock Owned _____ Office held _____
 Home Address _____ Home Phone _____
 City _____ State _____ Zip Code _____
 (Attach additional pages if necessary)

Trustees:

- Full Legal Name _____ % Interest _____
 % Stock Owned _____ Office held _____
 Home Address _____ Home Phone _____
 City _____ State _____ Zip Code _____
- Full Legal Name _____ % Interest _____
 % Stock Owned _____ Office held _____
 Home Address _____ Home Phone _____
 City _____ State _____ Zip Code _____
- Full Legal Name _____ % Interest _____
 % Stock Owned _____ Office held _____
 Home Address _____ Home Phone _____
 City _____ State _____ Zip Code _____
 (Attach additional pages if necessary)

8. Property:

Owner of the property (land & building) where the business will be located

Name The Markets At Epps Bridge LLC Address 1550 TIMOTHY RD Suite 203
 City Athens State GA Zip Code 30606

Is the commercial space where the business is to be located rented or leased?

☒ Yes ☐ No If yes, please state name of landlord or lessor and address.

Name The MARKETS AT EPPS BRIDGE LLC Address 1550 TIMOTHY RD Suite 203
 City Athens State GA Zip Code 30606

9. Silent, undisclosed partners or joint venture partners:

Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture partner; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firms, companies, corporations or other?

☐ Yes ☒ No If yes, please state name of person or other entity with address and amount of percentage of profits and receipts to be split.

Name _____ Address _____ % _____

City _____ State _____ Zip Code _____

10. Residency/Age requirement:

Is there any party identified in Question 7 or Question 9 that is not a legal resident of the United States and at least twenty-one (21) years of age?

☐ Yes ☒ No If yes, please give full details on separate sheet.

If not a U.S. Citizen, can they legally be employed in the United States?

☐ Yes ☐ No If yes, please explain on separate sheet and submit copies of eligibility.

11. Disclosure of previous denials:

Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from Oconee County or other City or County in the State of Georgia or other state or political subdivision and been denied such?

☐ Yes ☒ No If yes, please give full details on separate sheet.

12. Disclosure of licenses held:

Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?

☐ Yes ☒ No If yes, please give full details on separate sheet.

13. Disclosure of felony/other convictions or offenses:

Is there anyone connected with this business that has been convicted of a felony or a crime involving moral turpitude?

☐ Yes ☒ No If yes, please give full details on separate sheet including dates, charges and disposition.

Is there anyone connected with this business that has been convicted of any state, federal or local ordinance pertaining to the manufacture, possession, use, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof within the last ten years immediately prior to the filing of this application?

☐ Yes ☒ No If yes, please give full details on separate sheet including dates, charges and disposition.

Is there anyone connected with this business that has been found in violation of the ordinances of Oconee County, or any other county or municipality, governing alcoholic beverages licenses with the last five years immediately prior to the filing of this application?

☐ Yes ☒ No If yes, please give full details on separate sheet.

Is there anyone connected with this business that has been convicted under any Federal, State or County law for a criminal offense involving alcoholic beverages, gambling or tax law violations?

☐ Yes ☒ No If yes, please give full details on separate sheet.

14. Training:

Have the owner/agent and manager(s) completed the Training for Responsible Alcohol Services & Sales (RASS) Program? A copy of the RASS certificate(s) must be attached prior to the issuance of an alcoholic beverage license.

Name KEITH OWENS Date of Training 7/2/19

Name Dillon Harper Date of Training 7/2/19

Name _____ Date of Training _____

Name _____ Date of Training _____

I, Charles Dillon Harper, solemnly swear, subject to the penalties for false swearing as provided under Georgia Law, all information required in this application and supporting documents for a license to sell malt beverages & wine in Oconee County, Georgia is true and correct to the best of my knowledge and I fully understand that any false information may cause the denial or revocation of said license.

CHARLES DILLON HARPER

Print full name as signed below

Charles Dillon Harper

Signature of Applicant/Registered Agent

Manager

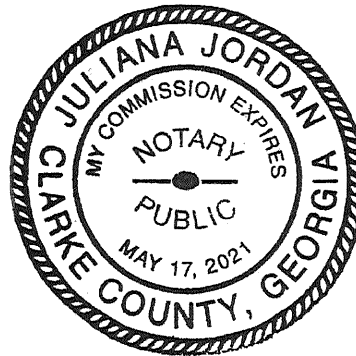
Title

7/19/19

Date

Sworn to and subscribed before me
this 19 day of July, 20 19.

Juliana Jordan
Notary Public (SEAL)



**** Pursuant to Title II ADA and Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance or under any program or activity conducted by Oconee County, Georgia. Additionally, pursuant to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by Oconee County, Georgia.**

**OCONEE COUNTY BOARD OF COMMISSIONERS
COUNTY CLERK**

PREMISES & STRUCTURE

INSTRUCTIONS: Under oath, each question must be fully answered. If space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached.

1. Type of Business:

- ☒ Restaurant
 ☐ Package Store
 ☐ Wholesale
☐ Supermarket
 ☐ Convenience Store
 ☐ Other*

* Please explain _____

2. Trade Name of Business: Newk's Eatery

Location Address 1850 Epps Bridge Pkwy Phone 706 705 6262

City Atlanta State GA Zip Code 30606

Parcel Number _____

3. Is this location within a commercial zoning district?

- ☒ Yes ☐ No

Please indicate zoning classification: _____

4. Does the completed building or the proposed building comply with the ordinances of Oconee County, regulations of the State Revenue Commissioner and the Laws of the State of Georgia?

- ☒ Yes ☐ No

If no, please explain reason for non-compliance and proposed methods to rectify the same:

5. Lighting of Premises (exterior and interior)

(a) Does the building in which business is to be located contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times from the front of the street on which the building is located as to reveal all of the outside premises of such building?

- ☒ Yes ☐ No

(b) Is the building so illuminated that the interior of the store is visible day and night?

- ☒ Yes ☐ No

If answer is no to either (a) or (b) or both above, please explain proposed methods to rectify the insufficient lighting:

6. For Restaurants Only:

- (a) Number of square feet of total floor area: 3510
- (b) Number of square feet devoted to dining area: 2100
- (c) Seating capacity: 96
- (d) Number of full time employees: 10
- (e) Do you have a full service kitchen? ☒ Yes ☐ No
- (f) Hours of service for prepared meals or foods: 11am - 10pm
- (g) Hours of operation: 11am - 10pm
- (h) Is the place of business in full compliance with the definition of "Restaurant" under the Oconee County Malt Beverages and Wine Ordinance?
☒ Yes ☐ No

7. **For Supermarket/Convenience Store Only:**

- (a) Number of square feet of floor area: _____
- (b) Number of square feet devoted to the sale of groceries/food products: _____
- (c) Is the establishment devoted principally to the retail sale of groceries and food products?

☐ Yes ☐ No

If no, please explain:

8. ***Proposed Property Location:** Attach a certified scale drawing of the proposed premises by a registered land surveyor or professional engineer, showing the distance requirement from church and school. (Alcohol Ordinance Section 5.f.)
9. ***Property Location:** Attach a certificate of a registered land surveyor or professional engineer that the location complies with the distance requirement from churches and schools. (Section 5.f.)
10. ***Evidence of Ownership / Lease:** ☒ Attach evidence of ownership of the building or proposed building or a copy of the lease if the applicant is leasing the building.
11. ***Franchise Agreement:** ☒ If the applicant is a franchise, attach a copy of the franchise agreement contract.
12. ***Restaurant Menu:** ☒ If establishment is a restaurant, attach a copy of the menu(s).
13. ***Site Plans** ☒
- (a) If the building is complete, attach copies of detailed site plans of said building including outside premises and floor plan.
- (b) If the building is proposed, attach copies of proposed site plan and specifications and building permit of the proposed building.
- (c) Show all areas where alcoholic beverages may be sold, served or consumed.

***Required in order to process an application for new license.**

14. **Applicant's Oath:**

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties for false swearing and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, Oconee County COUNTY

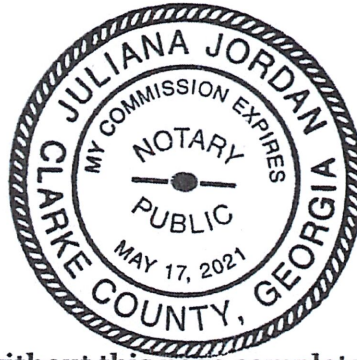
I, DAVID WEEKS, solemnly swear, subject to the penalties for false swearing as provided under Georgia Law, that the statements and answers made by me as the applicant in the foregoing premise and structure statement are true and correct.


Signature of Applicant/Registered Agent

I hereby certify that DAVID WEEKS signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true and correct.

This the 18th day of June, 20 19.


Notary Public (SEAL)



Important: Application will not be processed without this page completed and delivered to Board of Commissioners Office.

**OCONEE COUNTY BOARD OF COMMISSIONERS
COUNTY CLERK**


P.O. Box 145, 23 North Main Street
Watkinsville, Georgia 30677
Phone (706) 769-5120 ~ Fax (706) 769-0705

REGISTERED AGENT CONSENT FORM

Business Name BARKIN EATERIES LLC DBA NEWK'S
 Location Address 1850 EPPS BRIDGE PKWY Phone 7067056262
 City ATHENS State GA Zip Code 30606

I, CHARLES DILLON HARPER, do hereby consent to serve as the *Registered Agent* for the licensee, owners, officers, and/or directors and to perform all obligations of such agency under the ordinance regulating the sale of malt beverages & wine in Oconee County. I understand the basic purpose is to have and continuously maintain in the County a *Registered Agent* upon which any process, notice, or demand required or permitted by law or under said Ordinance to be served upon the licensee or owner may be served.

This the 19th day of June, 2019.


 Signature of Agent

CHARLES DILLON HARPER
 Print/Type Name of Agent

130 McDonald
 Print/Type Agent's Home Address

ATHENS GA CLARKE
 Print/Type City, County and State

APPROVED:

 Owner/Officer/Director

 Title

Important: Application will not be processed without this page completed and delivered to Board of Commissioners Office.

**Affidavit Verifying Status
for County Public Benefit Application
O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for an Business Occupation Tax Certificate, Alcohol License or other public benefit as referenced in O.C.G.A. § 50-36-1, from Oconee County, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

My card number is: _____

The undersigned applicant also verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Drivers License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in WATKINSVILLE (city), GA (state).

Signature of Applicant: *Charles Dillon Harper* Date: 7/22/19

Printed Name: CHARLES DILLON HARPER

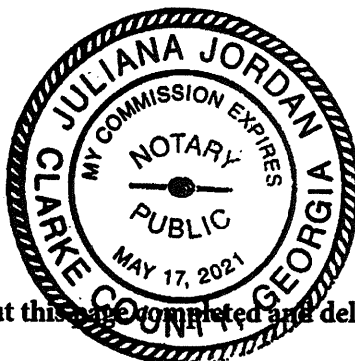
Date of Birth: _____

Subscribed and Sworn to before me, this

22 day of July, 2019.

Juliana Jordan
Notary Public

My Commission Expires: MAY 17, 2021



Important: Application will not be processed without this page completed and delivered to Board of Commissioners Office.

Oconee County
Certificate of Completion

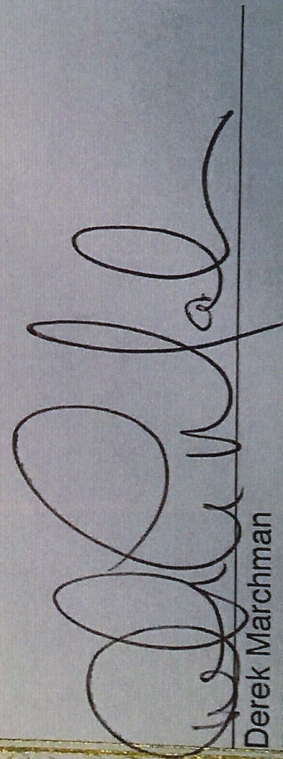
Is hereby granted to

DILLON HARPER

To certify the successful completion of the

RESPONSIBLE ALCOHOL SALES AND SERVICE COURSE

Granted July 1, 2019



Derek Marchman
RASS Training Coordinator

Little Favorites

For kids 12 and under, includes kid's fountain beverage, apple juice or whole milk, Mac & Cheese and Toasted Sandwiches come with choice of fruit, applesauce or bag of chips.

Six Cheese Pimiento Mac & Cheese with Bacon

A Newcomb Family Recipe
Five Cheese Mac with the extra creamy kick of pimiento cheese, topped with crumbled bacon.

5.79

Five Cheese Mac & Cheese

A Newcomb Family Recipe
Asiago, Vermont white cheddar, Parmesan and Ammerlander Swiss cheeses folded into elbow pasta, topped with yellow cheddar and baked to a golden brown.

4.79

Pepperoni Pizza

Campani pepperoni, house-shredded mozzarella and tomato sauce on a 7" hand-rolled crust.

4.79

Cheese Pizza

House-shredded mozzarella cheese and tomato sauce on a 7" hand-rolled crust.

4.19

Toasted Turkey & Cheese

Open-roasted turkey and aged cheddar cheese served warm on French Parisian bread.

3.89

Toasted Ham & Cheese

Smoked ham and aged cheddar cheese served warm on French Parisian bread.

3.89

Toasted Grilled Cheese

Aged cheddar cheese melted onto French Parisian bread.

3.49

Sides

Coleslaw

1.29

Pasta Salad

1.29

Seasonal selection

1.29

Tippah County Caviar

1.29

A Newcomb Family Recipe
Black-eyed peas, green onions and bell peppers.

1.29

Fresh Fruit

1.29

Chips

1.29

Choose from a selection of bagged chips

Premium Sides

As side substitution with a meal

Cup of Soup

2.69

Half Simply Salad

2.69

Served with your choice of dressing.

Half Caesar Salad with dressing

2.69

Five Cheese Mac & Cheese

A Newcomb Family Recipe
Entree served with your choice of side.

6.89

Six Cheese Pimiento Mac & Cheese with Bacon

A Newcomb Family Recipe
Entree served with your choice of side.

7.99

Side

5.99

Scratch Made Soups

Cup 8oz 3.99

Bowl 16oz 7.25

Jumbo 32oz 12.49

Available to-go.

Beverages

Premium Beer

Standard Beer

Available only by the bottle.

Newk's Classic Iced Tea

Sweet, Sweetened with Splenda® and Unsweetened. Splenda is a registered trademark of Nutrilite International, LLC.

Coca-Cola Fountain Drinks

Bottled Beverages

Orange 1.99

Pellegrino 1.99

Acqua Panna 1.99

Newk's D * Bottled Water 1.29

*Not from every bottle purchased will be donated to Ourin Center Research Fund Alliance.

Fresh Baked 12-Layer Cakes

Strawberry

Caramel

Chocolate

Red Velvet

Seasonal Favorites

Slice 3.69

12 Slice Whole Cake 39.95

Available for dine-in and to-go.

Treats

1.79

Grab-N-Go

Our signature salads and sandwiches are always made fresh daily and ready for immediate pick-up at our Grab-N-Go cooler. There, you'll find batches of Newk's delicious chicken salad, pimiento cheese, soups, pasta salad and cakes by the slice. You can also order any of our other menu items 'to Go', even a loaf of our soft, chewy French bread. Just call ahead and we'll have your order ready for quick pick-up.

Catering

Signature bar salads and lunches, soups, specialty catering for groups of 10 or more. We'll take care of all the details so you can enjoy the day. We'll have it all made to order, just for you.



Join our e-club for free food, make at home recipes, invitations to celebrations and more!



Newk's EATERY

Blue Ribbon Ingredients In every bite.

Grilled petite tenderloin steak, Atlantic salmon.

Grilled all-white meat chicken breast, Sushi-grade Ahi tuna.

Scratch-made sauces and dressings.

Fresh brewed Rainforest Alliance Certified iced teas.

Newk's Eatery Fayetteville

637 E. Joyce Blvd Ste 104
Fayetteville, AR 72703
479-556-6395

Newk's Eatery Rogers

5100 West Pauline Whitaker Parkway Suite 101
Rogers, AR 72758
479-876-8833

Hand-Crafted Pizzas

Sanolina flour. San Marzano tomatoes imported from Italy.

Sausage & Pepperoni

Campioni pepperoni, Italian pork sausage, Roma tomatoes, mozzarella and provolone over tomato sauce. Garnished with fresh basil. 8.59

BBQ Chicken

Braised chicken breast, red onion, Roma tomatoes and mozzarella over sweet and tangy red BBQ sauce. Garnished with fresh cilantro. 8.29

The Debra

A Newcomb Family Recipe
Sliced, flame-grilled chicken breast, ripe Roma tomatoes, house-shredded mozzarella and Parmesan cheese over basil pesto sauce. 8.75

Spicy Chicken

Grilled chicken breast, red and yellow bell peppers, Roma tomatoes, mozzarella, Parmesan and crushed red pepper flakes over our crust brushed with chili oil. Garnished with fresh cilantro. 8.29

Newk's "Q"

A Newcomb Family Recipe
Sliced, flame-grilled chicken breast, our signature white BBQ sauce, crumbled bacon, ripe Roma tomatoes, house-shredded mozzarella and provolone cheeses over our crust brushed with chili oil. Garnished with jalapeños. 8.29

Deluxe

Campioni pepperoni, mortadella, smoked ham, Roma tomatoes, red and yellow bell peppers, portabella mushrooms, kalamata olives, artichoke hearts, mozzarella and provolone over tomato sauce. 9.39

Spicy Shrimp

Braised shrimp, mozzarella, Parmesan and crushed red pepper flakes over our crust brushed with chili oil. Garnished with fresh cilantro. 9.39

Veggie

(V) Portabella mushrooms, red and yellow bell peppers, Roma tomatoes, artichoke hearts, red onion, goat cheese and mozzarella over basil pesto sauce. Garnished with fresh basil. 8.75

Grilled & Tossed Salads

Add grilled, broiled and oven-roasted meats for that perfect creation.

Grilled Chicken or Grilled Steak

Add 3.69

Oven-Roasted Turkey Breast

Add 1.09

Grilled Salmon, One Dozen Broiled Shrimp or Seared Ahi Tuna*

Add 6.69

Ultimate

bacon, smoked ham, oven-roasted turkey breast, greens, grape tomatoes, cucumbers, cheddar cheese and croutons. Tossed with honey mustard dressing. 9.29

Cobb

Grilled chicken breast, bacon, mixed greens, sliced eggs, gorgonzola cheese, grape tomatoes, green onions, pecans and croutons. Tossed with creamy bleu cheese dressing. 8.89

Southern

A Newcomb Family Recipe
Our signature chicken salad — made from scratch with all-white meat chicken breast, sliced grapes, pecans, dried red onion and mayo atop mixed greens, grape tomatoes and croutons. Served with your choice of dressing. 7.59

* CONSUMERS MAY NOT UNDERSTAND MEATS, POULTRY, SEAFOOD, CROUTONS OR EGGS MAY INCREASE YOUR RISK OF FOOD-BORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.
OUR MENU ITEMS MAY CONTAIN THE FOLLOWING ALLERGENS: MILK, EGGS, FISH, CRUSTACEANS, SHELLFISH, TREE NUTS, PEANUTS, WHEAT AND SOYBEANS.



Mediterranean

Grilled chicken breast, Roma tomatoes, kalamata olives, artichoke hearts, pepperoncini, red onion, feta cheese and mozzarella. 8.99

Margherita

(V) Roma tomatoes and mozzarella over tomato sauce. Garnished with fresh basil. 6.59

Five Cheese

(V) Mozzarella, provolone, Parmesan, smoked gouda, goat cheese and sun-dried tomatoes, over basil pesto sauce. Garnished with fresh basil. 8.59

Pepperoni

Campioni pepperoni, Roma tomatoes, tomato sauce, mozzarella and provolone. Garnished with fresh basil. 7.89

(V) Vegetarian



Grilled Salmon Caesar

Grilled salmon, crisp romaine, Parmesan and croutons. Tossed with Caesar dressing. 11.49

Shrimp & Avocado

A full dozen broiled shrimp, avocado, angula, feta cheese, grape tomatoes and green onions. Tossed with lemon basil vinaigrette. 10.99

Grilled Chicken Greek

Grilled chicken breast, crisp romaine, feta cheese, artichoke hearts, kalamata olives, cucumbers, pepperoncini peppers, red onion and grape tomatoes. Tossed with Greek dressing. 9.49

Shrimp Rémoulade

A full dozen broiled shrimp atop mixed greens with sliced eggs and grape tomatoes. Tossed with rémoulade dressing. 10.99

scratch-made dressings*

Ranch • Bleu Cheese • Honey Mustard • Caesar • Greek
Rémoulade • Ginger Wasabi • Lemon Basil Vinaigrette • Balsamic Vinaigrette
Sherry Vinaigrette • Fat-Free Raspberry Vinaigrette • Fat-Free Ranch
*see page Blue Cheeses and Pickles Raspberry Vinaigrette

Grilled & Tossed Sandwiches

Crafted with premium meats and imported cheeses. With your choice of side.

Pesto Chicken

Grilled chicken breast, red and yellow bell peppers, goat cheese, basil garlic pesto sauce. Served on our 11-grain wheat bread. 8.55

Grilled Chicken

Grilled chicken breast, Swiss cheese, romaine lettuce, tomato, mayo, olive oil and honey mustard. 7.95

Grilled Steak

Medium-rare, flame-grilled petite tenderloin steak, caramelized onions, provolone and zesty horseradish sauce. 8.35



Newk's "Q"

A Newcomb Family Recipe
Sliced, flame-grilled chicken, bacon, Ammerländer Swiss cheese and our signature white BBQ sauce on toasted French Parisian bread. 7.99

Served on our own 11-grain wheat bread.

May be substituted on any sandwich by request.

Pimiento Cheese

A Newcomb Family Recipe
Made from scratch pimiento cheese — made with aged yellow and Vermont white cheddar. Dressed with ripe red tomatoes. 6.75

Turkey Avocado

Oven-roasted turkey, Swiss cheese, avocado, romaine lettuce, tomato and mayo. Served on our 11-grain wheat bread. 7.79

The Italian

Imported hot capicola, mortadella with pistachios, Campioni pepperoni, Genoa salami, provolone, romaine lettuce, tomato, onion, hot cherry peppers, spicy Creole mustard, mayo and Italian sauce. 7.89

Chicken Salad

Made from scratch with all-white meat chicken breast, sliced grapes, pecans, sliced red onion and mayo. Topped with romaine lettuce, tomato, mayo, provolone and spicy Creole mustard. Served on our 11-grain wheat bread. 7.99

Add bacon slices to any sandwich

(V) Vegetarian 1.50

Choose Two

Pair your favorites.

1/2 Craft Sandwich

Newk's Q, Chicken Salad, Roast Beef, Grilled Chicken, Grilled Steak, Shrimp Po'boy, The Italian, Turkey Avocado, Pesto Chicken, The Royal

Cup of Soup, 1/2 Simply or 1/2 Caesar Salad

8.89

1/2 Simple Sandwich

Pimiento Cheese, Smoked Ham, Turkey Breast, Newk's Club, Farmer's Market

Cup of Soup, 1/2 Simply or 1/2 Caesar Salad

8.89

1/2 Five Cheese Mac*

Cup of Soup, 1/2 Simply or 1/2 Caesar Salad

8.89

Bowl of Soup

1/2 Simply or 1/2 Caesar Salad
*Substitute Six Cheese Pimiento Mac with Bacon 1.00

8.89

Under 600 Calories

Sandwich Options

Grilled Steak
Shrimp Po'boy
Smoked Ham
Pesto Chicken
Roast Beef
Turkey Breast
Farmer's Market

Soup Options

Ask a team member about our daily low-calorie soup options.

Salad Options

Half Simply Salad (without croutons or dressing)
Half Caesar (without dressing)



* CONSUMERS MAY NOT UNDERSTAND MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOOD-BORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

P.O. BOX 269
WATKINSVILLE, GA 30677
WWW.BASELINEGA.COM
PHONE: 706-769-6610

PLAT FOR:

NEWKS EATERY

216th GEORGIA
MILITIA DISTRICT

OCONEE COUNTY

PHYSICAL ADDRESS:

1850 EPPS BRIDGE PARKWAY
ATHENS, GA 30606

[illegible]

DATE _____

07/13/19

PROJECT
19-1508S

ALCOHOL
SURVEY

SHEET
1 OF 1



VICINITY MAP

NOT TO SCALE

PROJECT DATA

PROFESSIONAL CONTACT: BASELINE SURVEYING & ENGINEERING
MATTHEW D. ULMER, G.S. RLS#3069
P.O. BOX 269 WATKINSVILLE, GA 30677
MATT@BASELINEGA.COM
706-769-4610






1. THIS IS NOT A BOUNDARY SURVEY

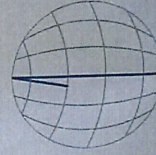
2. TAX PARCEL 1-C 0248001

3. NO ATTEMPT WAS MADE TO LOCATE UTILITIES OR IMPROVEMENTS ON OR ADJACENT TO THIS SUBJECT PROPERTY EXCEPT AS SHOWN HEREON.

4. ZONED R-2

SYMBOL LEGEND

SYMBOL LEGEND	
	CALCULATED POINT
	IRON MARKER FOUND
	1/2" IRON PIN SET
	CONCRETE MONUMENT
	FENCE



GRID NORTH

BEARINGS ARE BASED ON
NORTH AMERICAN DATUM OF 1983
MGA STATE PLANS COORDINATE SYSTEM

GRAPHIC SCALE
(CENTIMETERS)

0' 50' 100' 200' 300'

1 INCH = 100 FEET

PLAT ABBREVIATIONS

IRON PIN FOUND
IRON PIN SET
CABLE RIGGED
CABLE RISER
RIGHT OF WAY
CENTERLINE
POINT OF COMMENCEMENT
POINT OF BEGINNING
SURFACE MARIANHOLE
WATER VALVE
WATER METER
FIRE HYDRANT
POWER POLE
NAIL OR FORMWEY
PIPE LOOK
PAGE
OVERHEAD ELECTRIC
PLAT BOOK
DEAD END TIE IN
TELEPHONE IRON
DOUBLE WING CATCH HASSN
DEAD WALL SECTION
JUNCTION BOX
DRAIN INLET
OPEN TOP PIPE
ELECTRIC MANHOLE
GUTTER CONTROL STRUCTURE
PROPERTY LINE
BUILDING SURFACE JUMP
CONCRETE CURB
CLEAN OUT

