

CONTRACTOR NAME
Contract FY YEAR

State of Georgia
County of Dougherty

This contract entered into as of the 1st day of July, YEAR by and between CONTRACTOR hereinafter called the "CONTRACTOR" and the SOWEGA COUNCIL ON AGING, INC., AREA AGENCY ON AGING hereinafter called "SOWEGA COA/AAA" or the "AGENCY" is amended as follows:

PROGRAM/SERVICE:

Fund Source	\$\$\$\$\$
Total Program/Service	\$\$\$\$\$

TOTAL CONTRACT AMOUNT \$\$\$\$\$.\$\$

The Agency's mailing address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, is:

SOWEGA COA/AAA
P.O. Box 88
Albany, Georgia 31702
Attn: Izzie Sadler, Executive Director
Telephone: (229) 432-1124

The Contractor's mailing address and telephone number for correspondence, reports and other matters relative to this contract is:

CONTRACTOR NAME
ADDRESS
CITY, Georgia ZIP
Attn: CONTACT PERSON
Telephone : () - .

The Contractor's mailing address for all reimbursement checks, if different than that shown immediately above, is listed below. Any changes in this address during this contract period must be made in writing to the Agency.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents or subcontractors as a partner, employee, or agent of the Agency, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. Contractor agrees to advise any client served under the terms of this contract of the independent status of the Contractor and the Agency.

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

WITNESSETH

Whereas funds have been made available from FUND SOURCE(S); and the SOWEGA Council on Aging has a need for and desires to increase such services; and

Whereas, the Contractor has represented to the SOWEGA COA/AAA its desire and ability to provide additional aging services in its planning and service area.;

I. Performance of Services by the CONTRACTOR. SOWEGA COA/AAA hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services as specified in the Area Plan.

II. Area Covered: The CONTRACTOR shall perform all the necessary **CONTRACTING SERVICE** services provided for under this Contract in connection with and respecting the area known as Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas and Worth Counties.

III. Scope of Services. The CONTRACTOR shall perform in a satisfactory manner as shall be determined by SOWEGA COA/AAA the services indicated in Annex A which is attached hereto and made a part of this Amended Contract. Services shall commence on the 1st day of July, YEAR. CONTRACTOR further agrees and understands that all of the services as specified will be completed by June 30, YEAR.

Where standards, procedures and methods have not been specifically outlined in this Contract, the terms and conditions that are contained in Title III Regulations - Older Americans Act as amended 1987, on file at SOWEGA COA/AAA shall apply.

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 agrees:

1. That the Area Plan dated March YEAR which includes services funded with CBS and Title III, is approved and by reference is made a part of this contract.
2. That all currently funded program activities are allowable with CBS and Title III funding, and all fund source and programmatic rules and regulations apply.
3. To track units of services and expenditures separately.

B. The SOWEGA COA/AAA will:

1. Provide technical assistance, guidance, and management support as necessary.
2. Assess, monitor and evaluate progress toward achievement of objectives set forth in the Indigent Care Trust Fund component of the Area Plan.

IV. Compensation

SOWEGA COA/AAA agrees to pay CONTRACTOR for units of service according to the Compensation Schedule that is identified in Annex A which is attached hereto and made a part of this Contract.

It is agreed and understood by the CONTRACTOR that SOWEGA COA/AAA assumes no liability for payments to the CONTRACTOR from funds other than those received by SOWEGA COA/AAA for the operation of the Title III aging program.

It is further agreed by the CONTRACTOR that during the time period of this Contract, the CONTRACTOR shall reimburse for services in the Budget in Annex A which is attached hereto and made a part of this Contract.

It is further agreed and understood by the CONTRACTOR that written documentation is required for each expenditure in the form of time sheets, travel vouchers, invoices and bills.

V. Disaster Plan: In the eventuality of a disaster, CONTRACTOR will provide assistance in additional services to the Civil Defense/Disaster Coordinator in their area as listed in the newly updated Emergency Disaster Plan, of which CONTRACTOR has a copy.

VI. Method of Payment. On a form designated by SOWEGA COA/AAA, the CONTRACTOR shall request from SOWEGA COA/AAA by the tenth (10) calendar day of the month commencing August YEAR, sufficient monies for payment of services delivered, as specified in Item III.

CONTRACTOR agrees and understands that units of service must be entered into the state data entry system (WellSky) by the 10th day of the following month that services are performed. No "late data entries" will be accepted. When the 10th of the month falls on a weekend or holiday, Requests for Reimbursement will be due in the SOWEGA COA/AAA office at the close of business on the following work day.

It is agreed and understood that the compensation provisions of this Contract shall become effective when funds assigned for purpose of compensating to CONTRACTOR, as herein provided, are actually available to SOWEGA COA/AAA for disbursement to the CONTRACTOR.

It is further agreed and understood that the CONTRACTOR shall return to SOWEGA COA/AAA within fifteen (15) days after the termination of this Contract all YEAR-YEAR monies that have not been used as of the close of business on June 30, YEAR by the CONTRACTOR.

VII. Staffing.

A. The CONTRACTOR shall operate the aging program as provided for in the Title III Area-wide Aging Plan.

B. All of the services required hereunder shall be performed by the CONTRACTOR or under his supervision and all staff personnel shall be duly qualified and shall be authorized or permitted under State or local laws to perform such services.

NEPOTISM. CONTRACTOR agrees and understands that no person shall be employed into a funded position if a member of that person's immediate family is employed in an administrative capacity or is serving in an official capacity with contracting firm.

Members of immediate family include: wife, husband, son, daughter, grandchild, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent and step-child.

C. The CONTRACTOR shall ensure that staff personnel will participate in the training and coordinating mechanism designed for the area-wide aging program; shall prepare and maintain a record of training on each staff participating.

D. None of the services covered by this Contract shall be sub-contracted without the prior written approval of SOWEGA COA/AAA.

E. It is agreed and understood by the CONTRACTOR that the CONTRACTOR shall not authorize any informational surveys using the staff and anticipated participants by any public or private association without the prior written approval of SOWEGA COA/AAA.

VIII. Criteria for Persons to be Served. The CONTRACTOR shall select participants according to Annex A, Scope of Services, a part of this contract. CONTRACTOR will use the Client Intake, Registration and Tracking Form as provided by the Agency in the selection of participants.

IX. Nondiscrimination by CONTRACTORS and Subcontractors.

A. Nondiscrimination in Employment Practices. The CONTRACTOR agrees to comply with Federal and State laws, rules and regulations and the Agency's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, 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 Client/Client Service Practices. The CONTRACTOR agrees to comply with Federal and State laws rules and regulations and the Agency's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, 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 Agency.

C. The CONTRACTOR further agrees that where the Agency is bound to compliance in any matter related to this contract, the CONTRACTOR will comply, and will take such measures as the Agency or the above laws, rules, regulations, and orders indicate as being required to assure compliance.

X. AIDS Policy. The CONTRACTOR agrees, as a condition to provision of services to the Agency's clients/patients, not to discriminate against any client/patient who 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 Office of the Agency, as the CONTRACTOR deems necessary.

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

XI. Confidentiality of Individual Information. The CONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and the Department of Human Resources policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.

XII. Conflict of Interest. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.

XIII. Contract Modification/Alteration.

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

In the event that either of the sources of reimbursement for these contract services, appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America are reduced during the term of this contract, the Agency has the absolute right to make financial and other adjustments to this contract and notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. The certification by the Commissioner of the state agency (Department) of the occurrence of either of the reductions stated above shall be conclusive.

XIV. The Agency's Right to Suspend Contract.

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

XV. Termination.

A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for these contract services, appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America, no longer exist or in the event the sum of all obligations of the State Agency (i.e. Department of Human Resources) incurred under this and all other contracts for this program entered into equals or exceeds the balance, as of the effective date hereof, of such contract sources less one hundred dollars (\$100.00), then this contract shall immediately terminate without further obligation of the State Agency as of that moment. The certification by the Commissioner of the State Agency (Department) of the occurrence of either of the events stated above shall be conclusive.

B. Due to default or for cause. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner, its obligation under the Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, or if the grant from the Georgia Department of Human Resources is terminated, SOWEGA COA/AAA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination, thirty (30) days in advance of termination.

C. For convenience. SOWEGA COA/AAA may terminate this Contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least forty-five (45) days prior to the effective day of such termination. Within forty-five (45) days after the effective date of termination, SOWEGA COA/AAA shall compensate the CONTRACTOR for those services that were rendered prior to the effective date of termination for which the CONTRACTOR has not received payment.

XVI. Agency approval of subcontracts.

The CONTRACTOR will be responsible for the performance of any subcontractor or other duties which are delegated and all provisions of this contract. All subcontracts shall be submitted to the Agency for approval prior to execution. The AAA Director shall be the Agency's approving authority for all subcontracts relating to this contract. NOTE: If Title III of the Older Americans Act is applicable, then this paragraph shall apply only to for profit subcontractors.

XVII. Publicity.

Any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the CONTRACTOR shall identify the Agency as a sponsoring agency, with prior approval by the Agency's Board of Directors or Executive Director.

XVIII. Debarment.

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

XIX. Intangible property, inventions patents and copyrights.

A. Inventions and patents. The CONTRACTOR agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the Agency. The Federal agency and the Agency shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Agency will also determine how the rights in the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (Public Law 96-517 as implemented by OMB Circular A-124 as printed in 47FR 7556).

B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Agency is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the Federal agency and the Agency shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish or otherwise use, and to authorize others to use, the work for Government and Agency purposes.

XX. Access to Records.

The State and Federal government, and the Agency shall have access to any pertinent books, documents, papers and records of the CONTRACTOR and subcontractor for the purpose of making audit examinations, excerpts, and transcripts record retention requirements are five years from submission of final expenditure report. If any litigation, claim or audit is started before the expiration of the five year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

XXI. Collection of Audit Exceptions.

The CONTRACTOR agrees that the Agency may withhold net payments (voucher deduction) equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract. The CONTRACTOR may also repay the Agency for the total exception by check.

XXII. Fair Labor Standards Act.

The applicable provisions of the Federal Fair Labor Standards Act of 1938, as amended, together with duly promulgated, regulations and policies as implemented by the United States Department of Labor are applicable to this contract.

XXIII. Hold Harmless Clause.

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

XXIV. Consultant/Study Contract.

A. The CONTRACTOR agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Agency, appropriate presentation to the Board of Human Resources and made a matter of public record.

B. The CONTRACTOR further agrees that any research, study, review, or analysis of the clients served on this program or any outside individual or organization must be reviewed and approved by the Department of Human Resources.

XXV. Reimbursement for Rent Cost/or Maintenance in Lieu of Rent Cost Reimbursement.

All CONTRACTOR'S 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," DHR Form #5465, copies available from the Agency. (This paragraph is applicable only when the contract budget has a dollar value on the rent line item.)

Public facility maintenance in lieu of rent budgeted by the CONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHR Form #5464, and supported by three separate "Statements of Comparable Rent," DHR Form #5464 (copies available from the Agency). Rent per se is not applicable for publicly owned facilities/buildings unless it is newly occupied on or after October 1, 1980, in accordance with OMB Circular A-87. (This paragraph is applicable only when the contract budget has a maintenance fee in lieu of rent line item.)

XXVI. Advance of Funds.

A. Any advance of State funds permitted by the Agency under this contract must be returned to the Agency prior to the end of the contract period. The CONTRACTOR further agrees that upon termination of this contract for any reason, all unexpended funds held by the CONTRACTOR shall revert to the Agency. Receipt of advance of funds by the CONTRACTOR requires a fidelity/assurance bond and the "advance of funds" will be separately recorded in the CONTRACTOR accounting records as a unique liability account for advanced funds from the Agency. The CONTRACTOR further agrees that the "advance of funds" will be repaid in three equal installments during March, April and May of this contract period.

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

XXVII. Fidelity Bonds.

A. The person who executes this contract and those having the responsibility for the expenditure of funds made available under this contract shall be required to post a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit to the SOWEGA COA/AAA. The dollar amount of the fidelity bond shall be determined through use of DHR schedule of Fidelity/Assurance Bonds.

B. Fidelity bonds shall be obtained from companies holding certificates of authority as acceptable sureties (3) CFR Part 223). A list of these companies is published annually by the Federal Department of Treasury in its Circular 570.

XXVIII. Property Management Requirements.

It is agreed and understood that the CONTRACTOR shall maintain a current inventory of equipment purchased by the CONTRACTOR with Contract funds, and equipment consigned to CONTRACTOR by SOWEGA COA/AAA at the beginning of this Contract. Use attached Property Inventory or Transfer Form Annex D.

XXIX. CONTRACTOR'S Vehicles and Vehicular Equipment, Vehicle Administration, Operations and Maintenance.

A. The CONTRACTOR agrees that motor vehicles owned (titled by purchase or donation), operated or controlled by the Department of Human Resources will operate at the lowest possible cost, provided maximum availability of safe and serviceable equipment and be properly operated and maintained to ensure economical service life. In the performance of this contract, it will be the CONTRACTOR'S responsibility to adhere to administrative, operational, and maintenance requirements as stated in the DHR Motor Vehicle Management Manual, and any amendments issued thereto and to submit reports as required.

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

C. CONTRACTOR agrees to submit to the Agency the Utilization and Data Report furnished by the Inventory/Transportation unit in accordance with the Motor Vehicle Management Manual, Section H.

D. CONTRACTOR further agrees that it is the CONTRACTOR'S responsibility to ensure that adequate funds are available within this contract budget to ensure minimum maintenance standards as required by the DHR Motor Vehicle Management Manual.

E. CONTRACTOR agrees to comply with Statewide Travel Regulations in regard to mileage reimbursement rate.

XXX. Definitions.

All words and phrases used in this contract shall carry their normal and customary meaning and usage except the words listed below which when used in this contract shall have the meanings as indicated:

CONTRACTOR: As used in this document, the word CONTRACTOR is synonymous with the word SUBGRANTEE as used in the Code of Federal Regulations, specifically at 45 CFR-Part 74.

XXXI. Audits, Inspections, and Visits.

The CONTRACTOR shall, as often as deemed necessary by SOWEGA COA/AAA, permit SOWEGA COA/AAA, Office of Aging, or the United States Department of Health and Human Services or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records (including personnel records) of the CONTRACTOR involving transactions related to this Contract during the period of the Contract and for six (6) years from the date of submission of final payment request or until all audit findings have been resolved to the satisfaction of SOWEGA COA/AAA, whichever is later. These agencies shall also have the right to visit the CONTRACTOR and monitor and evaluate the progress of work being performed as many times as deemed necessary during the period of this Contract.

XXXII. Criminal Records Investigation.

The Contractor agrees that, for the filling of positions 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. Code Section 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.

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

XXXIII. Safe Facilities.

The CONTRACTOR agrees that each facility used for delivery of services to the clients under the cover of this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

XXXIV. Monitoring and Evaluation.

The Area Agency, State, and Federal Officials have the right to evaluate, assess, and monitor the CONTRACTOR'S progress toward achievements of objectives set forth in the approved Area Plan.

XXXV. Budget versus Expense Limitation.

A. The maximum reimbursement to the CONTRACTOR is the total contract.

B. Budget revisions are necessary in the following situations:

1. When the scope or objectives of the program change.

C. Within 30 days from the date of receipt of a request for budget amendment approval, the Agency will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of the 30 days, the Agency will inform the CONTRACTOR in writing as to when to expect a decision.

XXXVI. Contractor Compliance with State and Federal Laws, Rules, Regulations and Standards.

CONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable Federal and State laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Agency for any loss of funds or resources resulting from non-compliance by the CONTRACTOR, its staff, agents or Subcontractors as revealed in any subsequent audits. CONTRACTOR understands that the following items specifically apply to this contract, but not to exclude any other applicable Federal or State laws or requirements:

A. 45 CFR-Part 74; specifically, but not limited to 74.20 - 74.25 (Subpart D); 74.42 (c) (d) (e); 74.53 (d) 74.60 - 74.62 (Subpart H); 74.110-74.116 (Subpart M) 74.130 - 74.145 (Subpart O) and 74.160 - 74.164 (Subpart P).

B. Cost principles/advance Federal agency approval of cost:

1. The Federal cost principles for determining allowable cost for this contract are as defined below and indicated by placing an (X) in the appropriate subparagraph.

X Indicator

_____ a. OMB Circular-A87 (contracts with State and local governments).

_____ b. OMB Circular A-21 (contracts with non-profit institutions of higher education).

_____ c. 45 CFR Part 74 Appendix E for R & D contracts with hospitals.

_____ d. OMB Circular A-122 (contracts with nonprofit organizations).

_____ e. 41 CFR Subpart 1-15.2 (contracts with for-profit organizations (reimbursable basis)).

_____ f. Fixed Cost Contract. - Alzheimer's.

_____ g. 45 CFR Part 92.

_____ h. Other, specify here: _____

2. It is agreed that it shall be the responsibility of the CONTRACTOR to request in writing, from the Agency, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Agency to acquire written Federal agency approval of these requests for advance approval received from the CONTRACTOR and to notify the CONTRACTOR in writing of the approval. Expenditures requiring advance Federal agency approval may not be made by the CONTRACTOR prior to receipt of Agency written notification that Federal agency approval has been granted. Agency Contract Budget approval does not constitute previous Federal agency and/or Agency approval of costs requiring advance Federal/State agency approval.

C. Ga. Office of Aging - Manual of Policies and Procedures, as amended.

D. Federal Programmatic Regulators:

I. _____ Title III 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended.

II. _____ SSBG Social Services Block Grant (Title XX) Omnibus Reconciliation Act of 1981 P.L. 97-35.

III. _____ Title V 41 CFR Part 29-70, 103
29 CFR Part 89 or
20 CFR Part 674

IV. _____ CCSP 45 CFR Part 200 Title XIX, Social Security Act, as amended.

V. _____ RSVP

VI. _____ Alzheimer (HRSA)

VII. _____ Miscellaneous Community Based Services (CBS)

XXXVII. CONTRACTOR Compliance with Division of Aging Services

The CONTRACTOR will comply fully with all Division of Aging standards, guidelines, policies, and procedures.

XXXVIII. 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, and 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 instruction.

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.

XXXIX 1. Political Activity. The CONTRACTOR agrees to the following conditions:

- A. No portion of Contract funds shall be used for any political activity or to further the election or defeat of any candidate for public office.
- B. The CONTRACTOR shall comply with the requirements of Section 12(a) of the Hatch Act which limits political activity by government employees.
- C. The CONTRACTOR shall refrain from political activities including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary or personnel on behalf of any candidate or any question of public policy subject to a referendum or the display of political posters, stickers or other printed material (Georgia Laws, 1976, Page 1414).

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

FOR THE SOWEGA COA, INC./AAA

FOR THE CONTRACTOR

SOWEGA Council on Aging, Inc./AAA

CONTRACTOR NAME

BY: _____
Izzie Sadler, Executive Director

BY: _____
CONTRACT CONTACT, Executive Director

Date _____

Date _____