

CONTRACT

THIS CONTRACT, entered Into July 1, 2017, by and between the Appalachian Council of Governments/Area Agency on Aging (The AAA) and South Carolina Legal Services (SCLS) establishes:

WHEREAS the Older Americans Act of 1965 (as amended) 42 USC 3001 et. seq.) authorized federal funds to be used by The State Unit on Aging and Area Agencies on Aging to provide a comprehensive coordinated system of services for the elderly within each Planning and Service Area (PSA) for which there is an approved area plan, and

WHEREAS the Lieutenant Governor's Office on Aging, the South Carolina State Unit on Aging, has designated the Appalachian Council of Governments/AAA responsible for the administration of Older Americans Act and State General Revenue funds within the geographic areas of Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg Counties, and

WHEREAS The AAA has previously conducted within its PSA and a competitive procurement process for the provision of such services and is currently coming to the end of that contract period, and

WHEREAS SCLS has submitted an offer to provide certain services to senior persons within Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg Counties, and

WHEREAS The AAA desires to engage SCLS to render certain services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF INDEPENDENT CONTRACTOR

It is the express intention of the parties that SCLS is an independent contractor and not an employee, agent, joint venture or partner of the AAA. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the AAA or SCLS or any employee or agent of SCLS. Both Parties acknowledge that SCLS is independent for federal, state and local tax purposes. SCLS shall retain the right to perform services for others during the term of this Contract.

Based on the planning and procurement actions taken by the AAA in anticipation of Contract, both parties also agree that SCLS is also considered to be a Vendor, within the meaning of Sections 105 and 210 of Office of Management and Budget (OMB) Circular A-133 (as amended). Nothing in this agreement shall be construed as creating a relationship in which the AAA is considered to be a pass-through agency and SCLS is considered to be a subrecipient of federal financial assistance, as those terms are defined in OMB Circular A-133. SCLS represents that all services required hereunder will be performed by SCLS or under its supervision and by personnel who are fully qualified and authorized under State and local law to perform such services.

2. PARTIES

The AAA is a department within the Appalachian Council of Governments, which is a regional governmental entity with a principal place of business at the Appalachian Council of Governments, 30

Century Circle, Greenville, SC 29607. SCLS is a private, not for profit organization incorporated as a 501 (c) 3 with a principal place of business at 701 South Main Street, Greenville, South Carolina 29601.

3. COMMUNICATIONS AND NOTICE

All official communication and notices related to this Contract shall be transmitted using, as appropriate, the addresses indicated in Paragraph 2. Additionally, the parties agree that communication may be made via fax or email. The AAA shall receive those communications via fax at (864)242-6957 and via email at twomack@scacog.org. SCLS shall receive such communication via fax at 864-679-3553 and via email at andrealoney@sclegal.org.

However, any modification to this Contract shall be executed in writing and shall be transmitted only to the identified physical or mailing addresses. Each party agrees to provide prompt notification to the other concerning any change in the listings in this section.

4. AUTHORIZED INDIVIDUALS

The AAA designates as its authorized individual, Tim Womack, Aging Services Director. SCLS designates as its authorized individual, Andrea Loney, Executive Director.

5. CLIENT IDENTITY SECURITY

SCLS must have written procedures for protecting the identifying client information against unlawful distribution through any means, physical or electronic. All identifying client data must be protected through limited access to electronic records. Each employee with access to identifying client information must sign a notice prepared by SCLS specifying the requirement to maintain confidentiality and the penalty for failure to comply

6. INDEMNIFICATION OF LIABILITY AND GENERAL LIABILITY

SCLS and the AAA agree that each party shall indemnify the other party, its officers, agents and employees against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of either party or either party's officers, assistants, employees or agents, including claims related to injury or death of any person or damage to any property.

Both parties shall maintain, for the full term of this contract, a policy of General Liability for injury to or death of, persons, and damage to, or destruction of, property arising out of, or based upon, any act or omission of that party in such amounts as is satisfactory to both and each party shall provide the other proof of such insurance annually.

7. POLICY REQUIREMENTS

If SCLS expends a total of \$750,000 or more in federal awards, it must monitor, deliver and have an audit that complies with Super Circular and submit that audit to the AAA within nine (9) months after the close of the organization's fiscal year.

All programmatic, financial and AIM questions that SCLS has must be submitted to the AAA and disability program manager for technical assistance. SCLS shall not contact the Lieutenant Governor's Office on Aging for any technical assistance without including/copying the AAA.

SCLS shall provide to AAA all program information and reports required by the LGOA. Provision of timely and correct data shall be in a format and contain such information as the LGOA may require the AAA to submit. (OAA 307 (a)(6))

In the event the AAA finds that SCLS has failed to comply with the terms of the contract or is unable to deliver services as contracted, the AAA should initiate a thirty (30) day Correction Action Plan (CAP) to resolve the issue. If the issue cannot be resolved the AAA may determine SCLS high-risk, in accordance with the SC Aging Network's Policies and Procedures Manual.

8. STATEMENT OF WORK

SCLS shall perform and carry out, subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) and in a proper manner satisfactory to The AAA the following services: Legal Services.

SCLS shall provide services to any senior 60 years of age or older with greatest economic need, greatest social need, or (with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas); who has a legal problem within both the SCLS case priorities and the case priorities established by the Older Americans Act as Reauthorized April 19, 2016 (U.S.C. 3001 §, including income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. SCLS shall start providing services upon the acceptance of the senior as a client whether that is at intake by SCLS or referral by AAA. SCLS shall provide AAA the intake information necessary to qualify the individual as an eligible senior and the location of the senior to confirm that services are being provided to that senior.

9. PERIOD OF PERFORMANCE

This Contract will become effective on July 1, 2017 and will continue in effect until June 30, 2018 unless terminated earlier in accordance with Section 25 of this Contract.

10. OPTION TO EXTEND

The AAA shall have the option to extend or renew the Contract, however, the total duration of this Contract including the exercise of any options under this clause shall not exceed four (4) years. The AAA may extend the term of this Contract by written notice to SCLS within twelve (12) months after the initial award, provided that The AAA shall give SCLS a preliminary notice of its intent to extend at least ninety (90) days before the Contract expires. The preliminary notice does not commit the AAA to an extension. The preliminary notice will provide an opportunity for SCLS to propose any price adjustment. However, the option will not be exercised until The AAA has an opportunity to consider the impact of the adjustment on the delivery of services on available resources.

11. MONETARY CONSIDERATION

In consideration for the services rendered by SCLS, The AAA agrees to reimburse SCLS on a fixed unit price basis at Fifty Dollars (\$50.00) per unit for 1866 units.

12. APPLICABLE LAW

This Contract is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Contract, SCLS agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to the performance of the Contract and the payment of all license and taxes of whatever kind or nature applicable hereto.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS AND PUBLIC POLICY REQUIREMENTS

SCLS agrees to follow all statutory and regulatory provisions, as applicable as indicated herein.

In addition, SCLS agrees that, in order to demonstrate its business integrity, it will comply with all other federal, state and local laws that apply by their terms to its general operations and to the Contract terms. However, both parties agree, to the maximum extent practical, to pursue alternative dispute resolution such as mediation or arbitration prior to commencing any action in a court of competent jurisdiction.

Ownership of all copyrights or rights in data arising from materials (other than client specific information) created by SCLS in the course of performing this Contract shall vest in The AAA, the US Department of Health and Human Services and the South Carolina Lieutenant Governor's Office on Aging and The AAA shall retain a royalty free, nonexclusive and irrevocably right to reproduce, publish or otherwise use the work for the program purposes and to authorize others to do so. However, SCLS has a right to attorney-client privilege with any clients it retains under the terms of this contract. No documents regarding those clients shall be given to any party without the express written consent of the client.

SCLS must comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC §2000d et seq.) and regulations issued pursuant thereto (45 CFR §80)

In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, SCLS agrees to comply with all applicable equal employment opportunity requirements of the US Department of Labor (US DOL) regulations, " Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR Parts 60 et seq., (which Implement Executive Order No. 11246 " Equal Employment Opportunity" as amended by Executive Order No 11375, "amending Executive Order 11246 relating to Equal Employment Opportunity, " 42 USC §2000e note). SCLS agrees to take affirmative action to ensure that applicants are considered for employment, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. In addition, SCLS agrees to comply with any federal implementing requirements that may be issued.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, SCLS agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 CFR part 1630, pertaining to employment of persons with disabilities. In addition SCLS agrees to comply with any implementing requirements FTA may issue.

SCLS shall comply with all the appropriate titles of the Americans with Disabilities Act of 1990 and assure that otherwise eligible older individuals shall not be subjected to discrimination under any program or activity under this contract. (CFR 13227.5 and 1321.0)

By execution of this contract SCLS certified compliance with all terms and conditions for the Drug Free Workplace Act (SC Code §44-107-10 et seq.)) A contractor awarded \$100,000 in federal funds will have an ongoing Drug-Free Awareness program under the Federal Drug Free Work place Act of 1988, as amended in 2011 (41USC §§8101-8106)

SCLS will comply with the Hatch Act of 1935, 5 USC §§1501-1508.

Individually identifiable health information is to be protected in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Pub. L. No 1041-191, 110 Stat. 1936, and the regulations promulgated thereunder.

SCLS agrees to comply with the Debarment and Suspension Terms and conditions of 45 CFR §92.35 or 45 CFR § 74.13 as applicable to SCLS.

By execution of this contract, SCLS certifies that it will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by the Byrd Anti-Lobbying Amendment 31 USC 1352.

SCLS shall implement and comply with 48 CFR 3.908 implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistle Blower Protections." Of the national defense Authorization Act (NDAA) for the fiscal Year (Pub. L. 112-239 enacted January 2, 2013).

SCLS shall comply with the policies and procedures set by the SC Aging Network's Policies and Procedures Manual effective July 1, 2017 the South Carolina Legal Assistance Delivery Standards, any Program Instructions (PI) issued during the contract period and the AAA Policies and Procedures Manual.

SCLS must ensure that lists of clients compiled under any programs or services are used solely for the purpose of providing or evaluating services. SCLS must comply with all AAA confidentiality requirements, as well as any and all applicable Federal and State Privacy and confidentiality laws, regulations, and policies.

SCLS shall require all programs funded under this contract to be operated fully in the conformance with the LGOA and all applicable Federal, State and local fire, safety, health and sanitation standards or licensing prescribed by law or regulation

14. SEVERABILITY/PARTIAL INVALIDITY

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15. CONTRATOR INTEGRITY

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made on behalf of SCLS or any lower tier entity as an inducement for the award of this Contract, for any modification, or for any other beneficial contractual or administrative action.

SCLS shall assure that no officer, employee, or agent of SCLS shall participate in any action related to the performance of this Contract which constitutes an actual or apparent conflict of interest.

SCLS warrants that in submitting any offer to provide the services to be performed under this Contract they did not engage in any action which would constitute collusion with other parties for the purpose of discouraging competition among potential offerors.

The AAA reserves the right to impose appropriate bonding requirement on SCLS for the purpose of assuring full performance under this Contract or for assuring that any employees, agents, subcontractors or other parties who perform under the agreement are paid.

The AAA also reserves the right to impose appropriate sanctions or pursue other remedies against SCLS in the case that any evidence comes to its attention that illegal or improper activity has been pursued by SCLS or that defective or purposely inaccurate costs or price data was submitted in the offer to perform this Contract or in any reports or claims arising hereunder.

SCLS agrees to maintain business management systems that incorporate sound practices and procedures related to financial management, purchasing and property management as a means to avoid loss, damage, theft or misuse of resources that could result in adversely affect its ability to perform in accordance with the terms and conditions of this Contract and to achieve required results. The AAA reserves the right to review such practices and procedures to the extent deemed necessary and to recommend improvements that will assure economical and efficient delivery of services.

16. POST AWARD ORIENTATION

SCLS agrees to participate within forty five (45) days of the execution of this Contract in a post-award orientation conducted by the AAA and to cooperate fully, during the duration of the Contract, in the conduct of such additional meetings as may be deemed necessary by The AAA.

17. CONTRACT ADMINISTRATION AND MONITORING

The AAA will conduct such post-award contract administration and monitoring as it deems necessary based on the nature of the services being performed. Such actions may include, but not limited to, site visits, facility and operational inspections, review of submitted reports, review of underlying programmatic, financial and compliance documentation, (other than client specific documents or records), obtaining information from third parties conduct of financial and performance audits.

To facilitate such contract administration, monitoring and oversight, SCLS agrees to maintain all financial and programmatic records that are pertinent to the Contract for a period of three (3) years after contract close-out and to provide access to all such records by the Comptroller General of the United States, the US Department of Health and Human Services, the South Carolina Lieutenant Governor's Office on Aging, The AAA and any of their duly authorized representatives. This access shall include unrestricted access to SCLS's offices, employees, and agents for the purpose of interview and discussion of such records and documentation.

18. ACCEPTABLE PERFORMANCE

The AAA is the responsible authority, without recourse to federal and state agencies that provide its funding, for the satisfaction and settlement of contractual and administrative matters arising out of this Contract. This includes, but is not limited to, the determination of acceptable performance. It will be guided in that determination by the programmatic requirements, scope(s) of services and quality assurance standards that are adopted by reference in Appendices of this Contract but will exercise broad discretion in making the determination that payments for services rendered have been earned. The AAA will document, in its own records, whether SCLS has met the terms and conditions of this Contract and may provide information related thereto to others in accordance with any applicable public disclosure requirements.

The failure of The AAA to enforce any provisions of this Contract shall not be construed as a waiver of its right to subsequently enforce the terms and conditions herein. Further, acceptance of the services and payment do not constitute a waiver of any rights of The AAA concerning SCLS default or enforcement of requirements in this Contract, including those concerning quantity or quality of services.

SCLS shall not be in default because of any failure to perform this Contract under its terms if the failure arises from causes beyond its control and without fault or negligence of SCLS. Examples include by are not limited to: Acts of God or of the public enemy; fires and floods; epidemics and quarantine restrictions; strikes on freight embargoes; unusual weather.

19. REPORTING

SCLS shall be responsible for submission of financial, compliance and performance reports in accordance with the requirement of the LGOA. The form and frequency of such reports is provided therein. Failure to submit required reports in a full, current and complete manner is grounds for withholding payments. (Appendix I)

SCLS will also immediately report to The AAA any material that relates to problems, delays or adverse conditions that affect SCLS's performance or compliance with this Contract. This obligation shall include disclosure of any investigation or inquiry about suspected or actual adult protection services violations involving staff, volunteers or clients served by SCLS and the results of such investigation or inquiry. It shall also include disclosure of any investigation or inquiry initiated by any governmental entities concerning possible violations of health and safety regulations to any and all service delivered by SCLS.

20. PAYMENT

SCLS shall be reimbursed within thirty (30) days after the presentation of an accurate invoice in the form of the reports as long as the funds are made available by the State Unit on Aging. All payments will be in the form of an agreed upon unit rate of the actual services rendered.

21. RECOVERY OF PAYMENTS

In the event that information comes to attention that payments made to SCLS have not been earned or have been made after a material violation of this Contract has occurred, The AAA reserves the right to recover such payments by sending notice to SCLS. In the event such notice is received

SCLS agrees to return the unearned payments within thirty (30) days unless SCLS disputes the request of the AAA.

22. MODIFICATIONS

The parties agree that, from time to time, modifications to this Contract may be necessary. Such modifications will be executed in the same manner as the original Contract and will, to the maximum extent practical, be bilateral. However, if because of change to applicable federal or state law, The AAA must amend the contract unilaterally, SCLS agrees to continue performance for the period specified in this Contract.

23. TRANSFER OF CONTRACTUAL OBLIGATIONS; SUBCONTRACTING

Any transfer of substantive or administrative responsibility under this Contract to a successor, an assign, or subcontractor is expressly prohibited except with the prior approval of The AAA and by means of a written modification of this Contract.

24. SUSPENSION OF WORK

SCLS agrees not to suspend work under this Contract unless specifically instructed to do so by The AAA. The AAA reserves the right to issue an order to stop work for reasons related to performance or administration. Any work conducted during a stop work order is not authorized and payment will be withheld.

If SCLS suspends work because of factors beyond its control or other excusable delay, it shall not be subjected to contractual sanctions or remedies so long as it reinstates performance as quickly as practicable.

25. CONTRACT TERMINATION

This Contract may be terminated by The AAA unilaterally with ninety (90) days' notice for any of the following reasons:

- a. Withdrawal of federal or state funding
- b. Default or breach of contract by SCLS
- c. Insolvency or bankruptcy of SCLS
- d. Loss of licensure or certification

Notice of such termination shall be in writing and immediate. The effective date of the termination shall be at the discretion of The AAA based on the best interest of the Older Americans Act program and its beneficiaries. In the event that the Contract is terminated because of default or breach of the Contract by SCLS, SCLS agrees that it will repay The AAA for the actual costs of termination and re-procurement.

This Contract may be terminated bilaterally by both parties. However, in the interest of maintaining continuation of services to beneficiaries, such termination will not take effect for at least ninety (90) days following execution of the agreement to terminate.

This Contract may be terminated for any reason by SCLS or the AAA by providing written notice to the other party at least ninety (90) days prior to the intended effective date. The AAA may, at its option,

replace SCLS before the intended effective date when it is the best interest of the program to do so. In addition, The AAA may at its option and for good cause, adjust payments due to SCLS by deduction expenses incurred by The AAA in arranging for alternative service delivery.

26. CLOSE-OUT

Upon expiration of the performance period or when all performance under this Contract has been completed The AAA will proceed to close-out the Contract by conducting such review or audit of final claims, reports, and documentation as it deems necessary. The AAA may rely on any audit or agreed-upon procedures or engagement performed by an independent auditor engaged by SCLS to the extent such procedure meets its needs. However, it may conduct additional or supplemental reviews as needed to assure that the terms and conditions of this Contract have been met. SCLS will submit its final request for payment not more than thirty (30) days following the completion of the performance period. The AAA may also require SCLS to complete a statement of waiver of claims at that time, indicating that all claims have been submitted and that no further billing for services will be submitted or honored.

27. GENERAL CONDITIONS

- a. SCLS agrees that there shall be no discrimination on the basis of mental or physical disability, age, sex or religious belief, in program and activities receiving Federal financial assistance under this grant award, except there age is the eligibility criterion for services under the Federal award.
- b. SCLS must take adequate steps to ensure that persons with limited English language skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this grant award.
- c. SCLS must provide the AAA with all requested data required by the State Unit on Aging in the format necessary to document the outcome of services purchased with contracted funds.
- d. SCLS shall not means test any services under Title III. While contributions may be made SCLS shall not deny services to any individual who does not contribute to the cost of the service. (OAA 315(b)(3) and CFR 1321.61(C))
- e. If funding from other sources permits, SCLS shall use outreach efforts that shall identify individuals eligible for assistance under the OAA with special emphasis on
 - a. Older individuals residing in rural areas
 - b. Older individuals with greatest economic need
 - c. Older individuals with greatest social need
 - d. Older individuals with severe disabilities
 - e. Older individuals with limited English proficiency
 - f. Older individuals with Alzheimer's disease or related disorders and caregivers
 - g. Low income minority individuals in each of the above populations (OAA) 306 (a)(4)(B))
- f. SCLS will submit reports in the format and time required by the LGOA.

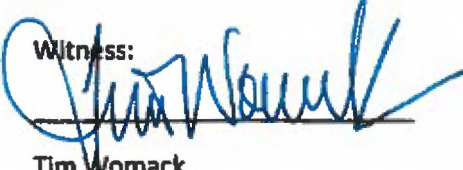
28. ENTIRE AGREEMENT

This Contract supersedes any and all agreements and contracts, either oral or written, between the parties hereto with respect to rendering the services by SCLS to The AAA and contains all covenants and agreements between the parties with respect to such services. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing and signed by authorized officials of both parties identified in Section 4 of this Contract.


EXECUTED ON THIS THE FIRST DAY OF JULY, 2017


APPALACHIAN COUNCIL OF GOVERNMENTS


Steve Pelissier
COG Executive Director

Witness:

Tim Womack

S. C. LEGAL SERVICES


Andrea Loney
Executive Director

Witness:

Name Printed Eunice M Franklin

REPORTING REQUIREMENTS

A. Information System Requirements:

1. Use Saber Corporation's software, Advanced Information Manager (AIM), to collect client and service unit information or other software mandated by the LGOA.
2. Hold a current maintenance agreement on AIM software.
3. Have reliable Internet service with ability to transmit file sizes up to 10MG using remote e-mail forwarding.
4. Have computer hardware and operating system adequate to run AIM and AIM Remote (currently 120 MB Free Hard Disk Space; 128 MB RAM, or better according to operating system); Windows 93, NT, ME, or Windows 2000 Operating System.
5. Have reliable technical support to maintain computer hardware and operating system to ensure that deadlines for data collections and transmission are met on a monthly and ongoing basis.
6. Have adequate staff and AIM licenses to ensure that deadlines for data collection and transmission are met on a monthly and ongoing basis.
7. Have staff participate in ongoing training to ensure that quality data is collected and maintained according to ACOG/AAA, State, and Federal requirements.
8. Keep demographic data in AIM current, accurate, and complete, including status dates, phone numbers, physical and mailing addresses, rural/urban designations, county codes, region codes, dates of birth, race, genders, consent to release information, eligibility, and income information, according to ACOG/AAA, State, and Older Americans Act (OAA), and other funding source guidelines.
9. Collect and enter units of service by individual clients monthly in AIM using LGOA assigned Activity Groups, Funding Sources, and NAPIS categories.
10. Units of Services must balance monthly with requests for reimbursement from ACOG/AAA, using the Monthly Units of Service Report (zMUSR) in AIM.
11. Record and keep current and accurate the Net Unit Costs (Contract rates), Total Unit Costs, and Total Budgeted Units for each Activity Group/Funding Source in the zMUSR in AIM.

12. Collect and record in the zMUSR in AIM, Program Income, including Grant-Related Income (GRI) and fees, according to ACOG/AAA, State, OAA, and other funding sources guidelines.
13. Be proficient with and capable of using Microsoft Excel software.

AS APPLICABLE:

14. Before submitting the monthly Reimbursement Report, the Contractor will run AIM reports to verify that all assessments are current for each client served and will remove any units that may have been served after the most recent assessment date has expired. LGOA allows 30 days to update an assessment. For the June report, all assessments and reassessments due must be entered in AIM by June 30 or by the established LGOA lockout date for that month.
15. Run the LG97c or other reports to verify that clients meet the age requirement for each Individual service provided; client files need to show a non-expired assessment date and that the clients meet the nutrition risk score requirements of 6 or above as required by LGOA.
16. Reports are due by the 4th day of the month, or as directed by the AAA including the LG97c, zUMSR, and monthly Reimbursement Report.
17. Contractor will remove all ineligible units of service from AIM by 11:59pm on the 10th day of each month.
18. In order to ensure client and unit eligibility, efforts will be made to closely adhere to the following: The Contractor will submit the monthly meal composite report (after verifying total meals ordered with the AAA Nutrition Program Monitor for those who provide meal services). The Contractor will provide form SC63, the monthly Reimbursement Report, zUMSR, and LG97c reports by the 4th day of the month and may do so electronically after review of these reports. Reports will be reviewed by SCACOG for accuracy and returned to providers for correction by the 8th day of the month. The provider will make corrections as applicable and after making all updates, will notify SCACOG then submit the request for funds and MUSR report by the 11th day of the month. Failure to make corrections by the due date will delay payment until the next month.
19. Contractors providing Minor Home Repair Services will supply Before and After photos for each funded project.

**DRUG-FREE WORKPLACE ACT
CODE OF LAWS OF SOUTH CAROLINA 1976,
AS AMENDED
SECTION 44-107-10 THROUGH SECTION 44-107-90
CERTIFICATION STATEMENT**

I hereby certify to the ACOG/AAA that I will provide a drug-free workplace by:

1. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace, and specifying the actions that will be taken against employees for violations of the prohibition.
2. Establishing a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug violations
3. Making it a requirement that each employee, to be engaged in the performance of the Contract, be given a copy of the Statement required by Item 1;
4. Notify the employee in the Statement required by Item 1 that, as a condition of employment of the Contract or Grant, the employee will:
 - a. Abide by the terms of the Statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after conviction;
5. Notifying the using agency within ten (10) days after receiving notice under Item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee convicted, as required by Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items 1, 2, 3, 4, 5, and 6.

I also agree that, in compliance with Section 44-107-50, I shall within thirty (30) days after receiving notice from an employee of a conviction pursuant to the title:

1. Take appropriate personnel action against the employee up to and including termination; or
2. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Andrew Honey, Executive Director
Signature and Title

10/30/17
Date

**HIPAA PRIVACY RULE COMPLIANCE-
BUSINESS ASSOCIATE**

- A. **DEFINITIONS:** (Terms used, but *not* otherwise defined in this Section shall have the same meaning as those terms in the HIPAA Privacy Rule.)
1. **Business Associate:** "Business Associate" shall have the same meaning as the term "business associate" in 45 CFR § 150.103 (2002).
 2. **Covered Entity:** "Covered Entity" shall mean Appalachian Council of Governments/Area Agency on Aging (ACOG/AAA).
 3. **Individual:** "Individual" shall have the same meaning as the term "individual" in CFR § 164.501 (2002) and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) (2002).
 4. **Privacy Rule:** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Sub-parts A and E (2002).
 5. **Protected Health Information:** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501 (2002), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 6. **Required by Law:** "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501 (2002).
 7. **Secretary:** "Secretary" shall mean the Secretary of the South Carolina Office of the Lieutenant Governor/Office on Aging (SCLG/OOA), or his designee.
- B. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**
1. Business Associate agrees to *not* use or disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
 2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
 3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract.
 4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information *not* provided for by this Contract of which it becomes aware.

5. Business Associate agrees to ensure that any agent, including a sub-contractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply throughout this Contract to Business Associate with respect to such information.
6. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information, received from or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed upon or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
7. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures or Protected Health Information in accordance with 45 CFR § 164.528 (2002).
8. Business Associate agrees to provide to Covered Entity or an individual, in time and manner mutually agreed upon, information collected in accordance with Section B.6 immediately above of this Contract, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (2002).
9. Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR § 164.524 (2002) if the Business Associate has Protected Health Information in a Designated Record Set.
10. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 (2002) at the request of Covered Entity or an individual, and in the same time and manner as designated by Covered Entity if the Business Associate has Protected Health Information in a Designated Record Set.
11. Business Associate understands and agrees that, should SCLG/OOA be found in violation of the HIPAA Privacy Rule due to Business Associate's material breach of this Section, Business Associate shall be liable to SCLG/OOA for any damages, penalties, and/or fines assessed against SCLG/OOA as a result of Business Associate's material breach. SCLG/OOA is authorized to recoup any and all such damages, penalties and/or fines assessed against SCLG/OOA by means of withholding and/or offsetting such damages, penalties, and/or fines against any and all sums of money for which SCLG/OOA may be obligated to the Business Associate under any previous Contract and/or this or future Contracts. In the event there is no previous contractual relationship between the

Business Associate and SCLG/OOA, the amount to cover such damages, penalties, and/or fines shall be due from Business Associate immediately upon notice.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. General Use and Disclosure Provisions:

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Specific Use and Disclosure Provisions:

- a. Except as otherwise limited in this Contract, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Contract, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Contract, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B) (2002).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520 (2002) to the extent that such limitations may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in or revocation of permission by individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

3. Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 (2002), to the extent that such restrictions may affect Business Associate's use or disclosure of Protected Health Information.
4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision is notwithstanding the Business Associate's use or disclosure of Protected Health Information for data aggregation or management and administrative activities of Business Associate in accordance with this Contract.

E. TERMINATION DUE TO BREACH OF BUSINESS ASSOCIATE SECTION

Notwithstanding anything in this Section to the contrary, Covered Entity shall have the right to terminate this Contract immediately if Covered Entity determines that Business Associate has violated any material term of this Section.

Andrew H. May, Executive Director
Signature and Title

10/30/17
Date

**SCOPE OF WORK
QUALITY ASSURANCE STANDARDS**

Each Provider shall follow the Standards established by LGOA for the provision of all services under contract.

The Scopes of Work and Standards for Aging Services can be found in the most recent update to the LGOA Policy and Procedures manual dated 7/1/2017 – Section 500 – 800, as applicable.

(AAA/ADRC)

Award Information Sheet

Award Identification: Contract for Service Provision Under the Older Americans Act of 1965 (As amended)

SCACOG DUNS Number: 06-932-6312

Contract Period: Fiscal Year - July 1, 2017 - June 30, 2018

CFDA Numbers:

Title III-B Supportive Services 93.044

Title III-B - Legal Services 93.044

Title III-C1 - Group Dining 93.045

Title III-C2 - Home Delivered Meals 93.045

Title III-D - Evidence Based Wellness Programs 93.043

NSIP 93.053