

GRANT AGREEMENT

FULTON COUNTY GOVERNMENT

DEPARTMENT OF COMMUNITY DEVELOPMENT

HOMELESS DIVISION

COORDINATED INTAKE & ASSESSMENT SYSTEM GRANT (CIAS)

SUBRECIPIENT NAME: 24/7 Gateway, LLC

ACTIVITY SPONSOR: U. S. Department of Housing and Urban Development

ACTIVITY NUMBER: CFDA NUMBER 14.267

HUD GRANT: Coordinated Intake & Assessment System Grant (CIAS)

MEMORANDUM OF UNDERSTANDING
Between Fulton County, Georgia and 24/7 Gateway, LLC

This Memorandum of Understanding ("MOU"), entered into this _____ day of _____ 2022 by and between Fulton County, Georgia, a political subdivision of the State of Georgia ("Fulton County"), acting through its Department of Community Development, as the GA 502 Fulton County Continuum of Care Collaborative Applicant, and 24/7 Gateway, LLC, ("GWC"), a domestic nonprofit corporation, located at 275 Pryor Street SW, Atlanta, GA 30303.

WITNESSETH:

WHEREAS, Fulton County serves as the Collaborative Applicant, as defined under 24 CFR, Part 578.3, for the Fulton County Georgia-502 Homeless Continuum of Care ("GA 502 Fulton County CoC") and provides administrative support to the GA 502 Fulton County CoC Board; and

WHEREAS, Fulton County is the recipient of a Coordinated Entry Grant from the U.S. Department of Housing and Urban Development ("HUD") to create and operate a homeless coordinated entry process for the geographical area of Fulton County, outside of the City of Atlanta; and

WHEREAS, the Coordinated Entry process in Fulton County is referred to as the Coordinated Intake and Assessment System ("CIAS"); and

WHEREAS, CIAS refers to a single process for the citizens of Fulton County to receive homeless prevention, housing, and/or other services; and

WHEREAS, CIAS features HUD and County funded services as well as other community based nonprofit service agencies; and

WHEREAS, GWC qualifies for award of HUD and County funding as part of the overall Fulton County 2020-2024 Consolidated Planning document; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter into this MOU under the terms and conditions expressed herein; and

NOW, THEREFORE, in consideration of the promises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

BACKGROUND

Provisions in HUD's Continuum of Care ("CoC") Program and Emergency Solutions Grant ("ESG") Program interim rules require that all CoCs establish a Coordinated Entry System ("CES"). As a result, the Fulton County Board of Commissioners ("BOC") and GA 502 Fulton County CoC have adopted CES requirements. The CoC's CES is designed to assess and assist in meeting the housing needs of people at risk of homelessness and people experiencing homelessness. CES is a collaborative effort between homeless assistance organizations, domestic violence service providers and other mainstream services whose main function is to help people in need by referring clients to the most appropriate service strategy or housing intervention.

GWC is designated as the Lead Agency for the CES by the BOC and the GA 502 Fulton County CoC, and is charged with managing the daily activities associated with CES planning, implementation, operations, and evaluation. Fulton County Community Development's Homeless Division and the GA 502 Fulton County CoC will ensure that the GWC satellite offices are established and operating to meet the following requirements of CES:

- Covers the GA 502 Fulton County CoC geographic area;
- Easily accessed by individuals and families seeking housing and services;
- Well-advertised;
- Comprehensive assessment of individuals and families for housing and services;

GOALS AND GUIDING PRINCIPLES

The goal of the coordinated entry process is to provide each consumer with adequate services and support to meet their housing needs, with a focus on returning them to housing as quickly as possible. The guiding principles below will help the GA Fulton County 502 CoC and its members meet these goals. GWC also agrees to adopt the following guiding principles:

- **Consumer Choice:** Consumers will be given information about the programs available to them and have some degree of choice about which programs they want to participate in. They will also be engaged as key and valued partners in the implementation and evaluation of coordinated entry through forums, surveys, and other methods designed to obtain their thoughts on the effectiveness of the coordinated entry process.
- **Collaboration:** Because coordinated entry is being implemented system wide, it requires a great deal of collaboration between the CoC, providers, mainstream assistance agencies (e.g., Fulton County's Homeless Services, hospitals, and jails), funders, and other key partners. This spirit of collaboration will be fostered through open communication, transparent work, consistently scheduled meetings between partners, and consistent reporting on the performance of the coordinated entry process and request for assistance.
- **Accurate Data:** Data collection on people experiencing homelessness is a key component of the coordinated entry process. Data from the assessment process that reveals what resources consumers need the most will be used to assist with reallocation of funds and other funding decisions. To capture this data accurately, all assessment staff and providers must enter data into the CES (with the exception

of some special populations and other cases, outlined later in this document) in a timely fashion, within 72 hours. Consumers' rights around data will always be made explicit to them, and no consumer will be denied services for refusing to share their data.

- **Performance-Driven Decision Making:** Decisions about and modifications to the coordinated entry process will be driven primarily by the need to improve the performance of the homelessness assistance system on key outcomes. These outcomes include reducing new entries into homelessness, reducing lengths of episodes of homelessness, and reducing repeat entries into homelessness, although we know that these outcomes may be dependent on other providers and access to affordable housing. Changes may also be driven by a desire to improve process-oriented outcomes, including reducing the amount of waiting time for an assessment and availability to particular housing options.
- **Housing First:** Coordinated entry will support a housing first approach, and will thus work to connect households with the appropriate permanent housing opportunity, as well as any necessary supportive services, as quickly and effectively as possible.
- **Prioritizing the Hardest to House:** Coordinated entry referrals will prioritize those households that appear to be the hardest to house or serve for program beds and services. This approach will ensure an appropriate match between the most intensive services and the people least likely to succeed with a less intensive intervention, while giving people with fewer housing barriers more time to work out a housing solution on their own. It is hoped that this approach is most likely to reduce the average length of episodes of homelessness and result in better housing outcomes for all. The hardest to house will be defined by using the Assessment tool.

PURPOSE

The GA Fulton County 502 COC has established a service strategy for CES that reflects local community resources, client needs, provider capacity and unique CoC geography characteristics to better serve consumers through Coordinated Entry.

In order to ensure the consistent implementation of the COC CES Guiding Principles, the GA 502 Fulton County COC in collaboration with Pathways, Inc., and GWC, will develop Standard Operating Procedures, for the implementation of CES. Additionally, this MOU ensures that all providers in this CoC are using the coordinated entry system in an open, transparent, and consistent way.

NOW, THEREFORE, the parties to this MOU set forth the following as the terms and conditions of their understanding:

ARTICLE I. RESPONSIBILITIES OF PARTIES

In consideration of the mutual aims and desires of the Parties to this MOU, and in recognition of the public benefit to be derived from effective implementation of the program involved, the Parties agree that their respective responsibilities under this MOU shall be as follows:

GWC Responsibilities:

GWC, as the Lead Agency, will be responsible for the following:

A. Planning

1. GWC will be responsible for the operation of the GA 502 Fulton County CoC Coordinated Intake & Assessment Center.
2. Provide monthly updates on the CoC CES efforts to the local service providers;
3. Execute a partnership agreement with any service provider with which the CoC CES participates;
4. Coordinate with Fulton County's various grant and funding homeless provider recipients on coordinated entry, performance measurement, written standards, and other related topics;
5. Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness;
6. Develop, implement, and modify written Standard Operating Procedures on how CES will be operated;
7. Provide at least one annual training session to Fulton County and the GA 502 funded homeless service agencies;
8. Identify local access points for its CES that cover the CoC's geography and can be accessed by all households in need of assistance;
9. Develop and or modify affirmative marketing plan that communicates how local stakeholders can access their local CES;
10. Provide marketing materials to local providers and assessment centers to ensure consistent communication about CES;
11. Ensure that all persons experiencing a housing crisis can access CoC services and housing using CoC defined access points through street outreach and coordinated entry marketing campaigns;
12. Communicate project vacancies (bed and/or unit) to the coordinated entry Lead Agency for proper record keeping in a Homeless Management Information System ("HMIS");
13. Provide Fulton County with the following policies including Emergency Services, Non-discrimination and grievance, fair and equal access, street outreach and plans for assessing consumers; and
14. Distribute all marketing materials provided by Fulton County's Homeless Division and the GA 502 Fulton County CoC to local stakeholders to ensure consistent and comprehensive communication about CES.

II. Assessment (Attachment C)

1. Incorporate the CoC agreed assessment tool as a component of the Comprehensive Assessment phase; and
2. Perform assessments, train other providers in conducting assessments, make referrals for emergency centers, and provide rental/utility assistance to low/moderate income individuals and families.

III. Standards (Attachment C)

1. Publish local standards for prioritization and referral, and ensure that all participating providers are following these expectations.

IV. Data and Evaluation

1. Coordinate HMIS access with Pathways; and
2. Evaluate at 6 months CES performance and progress of the CES.
3. Implement quality improvement adjustments to the CES as necessary.

V. Access

1. Only use the designated assessment tools for coordinated entry when assessing for client eligibility and referrals.

VI. Referral

1. Only enroll those clients referred according to the CoC's designated referral strategy; and
2. Data and Evaluation
 - a. Enter all data on clients in HMIS, as required by HMIS data timeliness, completeness, and quality standards.
 - b. Review any reports from the CoC on the performance of the agency in CES.

VII. Fiscal Responsibility

1. The services of the Subrecipient shall begin on September 1, 2022 and shall terminate no later than August 31, 2023 unless earlier terminated as set forth in this Agreement.
2. Within fifteen (15) days of the completion of each month's services pursuant to this MOU between September 1, 2022 through August 31, 2023, GWC shall submit a monthly detailed, itemized invoice to Fulton County requesting reimbursement of those costs identified in Attachment A, the Coordinated Intake and Assessment Center Budget (the "Cost Reimbursement Budget").
 - Failure to submit invoices on or before the 15th day after the end of a month for services dated for the closing (prior) month may result in non-payment due to reallocation of the funds and termination of the contract.
3. The total amount of reimbursement sought by GWC during the duration of this MOU shall not exceed \$401,951.35 and shall be paid in accordance with Cost Reimbursement Budget herein referred to as Attachment A.

4. On a monthly basis, GWC shall provide a report capturing data, outcomes and expenditures relating to the services being provided under this MOU, which shall also contain any other information as may be requested by the Department of Community Development as noted in Attachment A.

County Responsibilities:

1. Upon receipt of each monthly invoice for work completed between September 1, 2022, and August 31, 2023 as described in Attachment A of this MOU, Fulton County, acting through Community Development, will, in reasonable due course, provide monthly payments to GWC upon conditional commitment of funds as the project is subject to Environmental Review. Payment shall then be made through reimbursement of costs incurred by GWC in the performance and execution of the services under this contract. Payments shall be made only after the County's receipt of proper and sufficient documentation of such costs satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or any part thereof, as determined by the County, are unreasonably in excess of the actual stage of completion.
1. Each payment shall be made from funds allocated from the Coordinated Intake and Assessment grant through the GA 502 Fulton County COC Collaborative Applicant.
2. The total amount of reimbursement provided by the GA 502 Fulton County COC Collaborative Applicant during the duration of this MOU shall not exceed \$401,951.35.
3. The Cost Reimbursement Budget described in Attachment A of this MOU identifies the source and amount of funding that will be reimbursed monthly.

ARTICLE II: ADDITIONAL REQUIREMENTS

1. HOMELESS ASSISTANCE AND PARTICIPATION: 578.75 (g)

To the maximum extent practicable, The Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance. If the Subrecipient is unable to meet the requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities. This involvement may include employment or volunteer services.

The Subrecipient must provide the County with a Certification of Homeless Assistance and Participation within 30 days of execution of this agreement.

2. ACCESS TO ESG or FULTON COUNTY FUNDING ASSISTANCE

Subrecipient agrees to participate in the CoC Coordinated Entry with the goal to provide and improve consumer information, referral, assistance and access for those who are chronically homeless, currently homeless, and those who are precariously housed seeking a wide range of long term care services.

3. SYSTEMS COORDINATION REQUIREMENTS: 576.400

The Subrecipient agrees to follow the process and procedures as described below:

(a) Use of the Coordinated Assessment System

Subrecipient further agrees to provide information about the Fulton County Coordinated Entry project and make referrals to community homeless service providers. The Subrecipient agrees to be a collaborating partner who will implement the Coordinated Entry model by directing seekers of housing service to the Fulton County Coordinated Intake Assessment Center or the identified Satellite Office(s), and service providers which will universally provide a safety assessment, prevention, diversion, and tiered rating tool to inform the referral process.

For typical shelter admissions, individuals and families are referred through several means including, but not limited to, self-referral, agency referral, Drug Court, Intensive Supervision Program (ISP), and mental health association. They must complete a phone screening. If they are deemed eligible and a bed is available, they will be admitted. Anyone not meeting the requirements is referred to County Services, the Homeless Hotline and/or out of County agencies.

Victim of domestic violence means all individuals and families who qualify under paragraph (4) of HUD's definition of homeless. This means any individual or family who: (1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (2) has no other residence; and (3) lacks the resources or support networks to obtain other permanent housing.

If an individual or family is determined to be at risk of harm when an assessment is being conducted, then the coordinated entry staff should refer the individual or family to a victim service provider using referral criteria established for that community based on system design, program capacity, resource limitations, and placement and geography considerations. The coordinated entry process should also have a procedure to safely refer the individual or family to the identified victim service provider, preferably with a warm hand-off including a phone call, transportation, or other transition to the victim service provider.

(b) System and Program Coordination with Mainstream Resources

Subrecipients are expected to work with individuals or families to obtain benefits, including income and health coverage, or make referrals to agencies that can assist with this. Documentation of services and referrals will be maintained in the client file.

(b) Written Standards

Subrecipients are expected to comply with established written standards as developed by the COUNTY.

(c) Participation in HMIS - The Subrecipient agrees data on all persons served and all activities assisted are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on

participation, data collection, and reporting under a local HMIS. If the Subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

4. LEAD-BASED PAINT HAZARDS: 24 CFR 576.57 (c)

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular, Part B of said regulations. The Subrecipient shall be responsible for the inspections and certification required under Section 35.14(f) thereof.

5. NON-DISCRIMINATION AND EQUAL OPPORTUNITY: §576.57(a)

The Subrecipient agrees to comply with non-discrimination requirements under the Civil Rights Acts, Regulations, and Executive Orders as follows:

- a. The requirements of Title VII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1;
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- c. The requirements under the Non-Discrimination in Employment by Government Contractors and Subcontractors per Executive Order 11246 and the regulations issued under the Order at 41 CFR, Chapter 60;
- d. The Provision of Training, Employment, and Business Opportunities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701;
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Subrecipient shall make efforts to encourage the use of minority and women business enterprises in connection with activities funded under this agreement; and
- f. The requirements that the Subrecipient make known that use of the facilities and services are available to all persons regardless of age, race, creed, color, religion, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap on a nondiscriminatory basis.

6. OTHER FEDERAL REQUIREMENTS 576.407

(a) General: The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) Affirmative outreach. The Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or Subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its Subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and Subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) Uniform Administrative Requirements. The requirements of 2 CFR part 200 apply to the Subrecipient. These regulations include allowable costs and non-Federal audit requirements.

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Subrecipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(d) Procurement of Recovered Materials. The Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000;procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. CONFLICT OF INTEREST

Subrecipient agrees that no person who is an employee, agent, consultant officer, or elected or appointed official of the Subrecipient, State recipient, or non-profit (or of any designated public agency) that receives Emergency Solutions Grant amounts pursuant to this Agreement and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or, who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest in any agreement, sub-agreement or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).

8. RECORD KEEPING REQUIREMENTS 576.500

The Subrecipient agrees to maintain all records required by the regulations, including, but not limited to:

- Records documenting that CIAS and ESG activities are eligible
- Records adhere to confidentiality standards; including all records are kept secure and confidential
- Records documenting the eligibility of program participants as homeless or at risk of homelessness
- For homeless prevention, that program participants income is less than 50% (CARES ACT ONLY) of the median family income (MFI) including source documents for income verification
- For each participant that service sand assistance provided were eligible and reasonable per 576.101 through 570.106
- If applicable, records documenting rent reasonableness and leases and rental assistance agreements, payment made to owners including dates of occupancy
- Records documenting that each participant received an intake interview
- Records documenting coordination between service providers, mainstream income sources, and the Continuum of Care
- Records documentation that each participant is entered in HMIS or comparable data base for Domestic Violence programs
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles per 2 CFR Part 200
- Records accounting for staff time and activities relating to CIAS expenditures and draw requests
- Records of procurement of any purchases made with CIAS funds
- Any other records necessary to demonstrate compliance with CIAS Program

Each Subrecipient must ensure that records are maintained for the five-year period after the date the County submits the final report to HUD as required. The County is required to submit a final report 90 days

after complete expenditure of the annual grant award from which assistance was provided through this Agreement.

9. MONTHLY AND ANNUAL REPORTING

The Subrecipient must enter all client information in HMIS (or for Domestic Violence providers – an equivalent system) for all program types. The Subrecipient must check all the DATA for accuracy and more than a 25% error will not be accepted. The County will also require a cumulative annual report as required by HUD. (Attachment B)

The Subrecipient must enter all client information in HMIS (or for Domestic Violence providers – an equivalent system) for all program types. The Subrecipient must CHECK the DATA – more than 25% error will not be accepted. Data must be uploaded to SAGE.

In addition, the COUNTY also requires reporting for financial data for all recipients by the Subrecipient.

10. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

The Subrecipient agrees to comply with the provisions of 24 CFR Part 4 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

11. FLOOD INSURANCE

The Subrecipient agrees to comply with the requirements of the Flood Disaster Act of 1973 (42 U.S.C. 4001 et seq.). No portion of the assistance under this Agreement may be provided without consultation and approval by the County for acquisition or construction purposes.

12. DRUG-FREE WORKPLACE CERTIFICATION

Signature of the Subrecipient on the agreement certifies that the Subrecipient will comply with the Drug-Free Workplace Act of 1988 by maintaining a workplace that is free from manufacture, distribution, dispensing, possession, or use of controlled substances.

13. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the program with respect to which assistance is being provided under this Agreement to the Subrecipient. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to ensure that the program is carried out in accordance with the Subrecipient's assurances and certifications to the County.

14. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

15. SUBAGREEMENTS

The Subrecipient shall not subaward any of the services to be performed under this Agreement without the prior written consent of the County. This provision shall apply to all levels of subawards. With the consent of the County, the Subrecipient may subaward a portion of the grant through the form of a legal agreement, including an agreement that the pass-through entity considers a contract and must provide the subgrant to the County prior to the execution of the contract.

16. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Subrecipient shall fail to fulfill in timely fashion and proper manner his obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall, at the option of the County, become its property. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

17. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving written notice of such termination by certified mail, return receipt requested, or by hand delivery, to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this MOU is terminated pursuant to this paragraph, the Subrecipient shall be exclusively limited to receiving compensation for only the work satisfactorily performed up to and including the effective date of termination.

18. CHANGES

The County may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any decrease or increase in the amount of the Subrecipient's compensation and scope of work, which are mutually agreed upon by and between the County and the Subrecipient, shall be incorporated in written amendments to this Agreement and approved by the Fulton County Board of Commissioners.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

20. MONITORING AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the federal government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal government to audit, examine, and make excerpts or transcripts.

Monitoring will be conducted quarterly.

Areas for Monitoring

The areas for monitoring and oversight include the following:

- **Eligible Activities Requirements** - Ensure those subrecipients are using CIAS funds as originally planned and for eligible activities. Determine if costs are properly classified and if spending limits on certain activities have been properly adhered to. Ensure that the activities funded by CIAS benefit homeless persons and that they are provided at a reasonable cost.
- **Financial Regulations** - Ensure those subrecipients are appropriately following financial management requirements.
- **Procurement and Audits** - Ensure that subrecipients comply with such requirements.
- **Conflict of Interest, Environmental Compliance, and Other Federal Requirements** - Ensure that subrecipients comply with these requirements.

There will be a minimum annual:

- Physical site inspections of the subrecipient activity locations to observe and insure compliance with the habitability standards.
- Review of subrecipient site client files.
- Interview with staff.
- Review of job titles and job descriptions for all CIAS funded positions, insuring that the disbursed CIAS funds are being utilized while fulfilling all program policy guidelines.

Monitoring Process:

- Formal and advance notification of the visit;
- Coverage of the areas outlined; and
- Clear conclusions and recommendations provided to the grantee following the visit.

21. HATCH ACT

The Subrecipient agrees that no funds provided under this Agreement nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

22. COMPLIANCE WITH LOCAL LAWS AND HOLD HARMLESS

The Subrecipient agrees to comply with all local laws and statutes of the State of Georgia and further agrees to hold the County harmless from any and all suits, claims, or actions arising out of the performance of this Agreement.

23. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all Federal laws and regulations governing the grant of money under which this Agreement is made available as they apply as of the date of this Agreement, and as such laws and regulations may be amended by the federal government or agencies.

24. LOBBYING AND DISCLOSURE REQUIREMENTS

The Subrecipient agrees to comply with the disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (The Byrd Amendment), and the implementing regulations of 24 CFR Parts 4 and 87.

25. INTERGOVERNMENTAL REVIEW

The Subrecipient agrees to comply with the requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52, to the extent provided by Federal Register Notice in accordance with 24 CFR 52.3.

26. 2 CFR PART 200 REQUIREMENT

The subrecipient agrees to comply with the requirements of 2 CFR Part 200, appendix II, attached hereto and a part hereof.

ARTICLE III. TERM AND TERMINATION OF MOU

1. The term of this MOU shall be effective September 1, 2022 and remain in full force and effective until the 31st day of August 31, 2023 or until the MOU is canceled or terminated by the Parties in accordance with the terms set forth herein.
2. Fulton County shall have the right to suspend immediately GWC's performance hereunder on an emergency basis whenever necessary, in the opinion of the Community Development Department, to avert a life-threatening situation or other sufficiently serious deficiency.

ARTICLE IV. NON-APPROPRIATION

This MOU states the total obligation of the County to GWC. Notwithstanding anything contained in this MOU, the obligation of the County to make payments provided under this MOU shall be fulfilled through grant funds currently available to the County and set aside for such purposes. The County does not anticipate needing to appropriate any additional funds from other sources or future income streams in order to satisfy the terms of this MOU. Regardless of that anticipation, nothing in this contract obligates

the County to appropriate any additional funds which would constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation.

ARTICLE V. INSURANCE

GWC agrees to secure insurance covering all operations, goods or services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate. Certificate of Insurance shall list Fulton County Government, its' officials, officers and employees as additional insured under the CGL Policy via attachment of ISO Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. The obligations for the GWC to procure and maintain insurance shall not be constructed to waive or restrict other obligations. Fulton County's acceptance of a certificate of insurance or other proof of insurance that does not comply with the aforementioned insurance requirement shall not act as a waiver GWC breach of this MOU or of any of the County's rights or remedies under this MOU. Fulton County Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

ARTICLE VI. GENERAL PROVISIONS

1. No modification or alteration of this MOU will be valid unless modification is made in writing, submitted to and approved by both parties and attached to this Memorandum of Understanding.
2. The failure of either party at any time or times to enforce any provision of this MOU shall in no way be construed to be a waiver of such provisions or to affect the validity of this MOU or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of the MOU.
3. GWC shall indemnify and hold harmless the County, its officers, directors, employees, and agents, harmless for any and all injuries, damages, claims, costs and expenses arising out of GWC operations under this MOU or caused by GWC's officers, directors, employees, agents, contractors and subcontractors, or arising out of use the premises occupied by GWC. This clause shall remain in effect after the termination or expiration of this MOU.
4. This MOU sets forth the entire MOU between the parties and supersedes all prior oral and written understanding, representations and discussion between the parties respecting the subject matter of this MOU.
5. Neither party shall assign any of the obligations or benefits of this MOU.
6. This MOU shall not be construed as, or deemed to be, an MOU for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.
7. This MOU shall be construed by and governed by the laws of the State of Georgia.
8. If a court of competent jurisdiction renders any provision of this MOU to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this MOU shall continue in full force and effect as if the invalid provision were not part of this MOU.
9. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any

signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

10. GWC warrants and guarantees that the person executing the MOU on its behalf is duly authorized to execute the MOU and bind GWC to the terms and conditions of the MOU.

ARTICLE VII. NOTICES

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County Department of Community Development

137 Peachtree Street

Atlanta, Georgia 30303

Copy to:

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Copy to:

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

To 24/7 Gateway, LLC (GWC):

Raphael Holloway CEO

275 Pryor Street SW,

Atlanta, GA 30303

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers on the day and year first written above.

FULTON COUNTY, GEORGIA

24/7 Gateway, LLC

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Raphael Holloway
Chief Executive Officer

Attest:

Attest:

Tonya R. Grier
Clerk to the Commission

(Affix corporate seal)

Approved as to Content:

Stanley Wilson, Director
Department of Community Development

Approved as to Form:

Office of the County Attorney

ATTACHMENT A: BUDGET

ATTACHMENT B: PERFORMANCE REPORT**Fulton County Coordinated Intake and Assessment System Grant****ATTACHMENT B: Performance Report****Subrecipient Name:****Coordinated Intake System****Grant Activity:**

*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (September 1, 2022 – August 31, 2023).

Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.

BENEFICIARY DEMOGRAPHICS

Category	(Insert Month)	
Age Group	# Served	% of Total for Category
Under 18		
18 – 24		
Over 24		
Don't know/Refused		
Missing Information		
Total		
Veteran Status		
No		
Yes		
Total		
Ethnicity		
Black or African American		
White		
Asian		
Other Race or Other Multi-Race		
Total		
Hispanic		
Not Hispanic		

Total		
Gender		
Male		
Female		
Transgendered		
Unknown		
Total		
Number of Persons in Households	Total	
Adults		
Children		
Don't Know/Refused		
Missing Information		
Total		

Number of Persons Referred to the following Service Areas:	
Clothing	
Day Care	
Disability	
Emergency Shelter (Men)	
Emergency Shelter (Women & Children)	
Food	
Health Care/RX	
Housing	
Legal	
Mental Health	
Rental Assistance	
Social Security	
Substance Abuse	
Transportation	
Utilities	
Vocational/Education	
Other	
Total	

Number of Calls/Emails Received for the following Service Areas:	
Clothing	

Day Care	
Disability	
Emergency Shelter (Men)	
Emergency Shelter (Women & Children)	
Food	
Health Care/RX	
Housing	
Legal	
Mental Health	
Rental Assistance	
Social Security	
Substance Abuse	
Transportation	
Utilities	
Vocational/Education	
Other	
Total	
Total Coordinated Intake and Assessment System (CIAS) Grant Funds	Total
Total CIAS Funds Expended	

ATTACHMENT C

Activity	Activity	Contract Category	Due Date
1. GWC will be responsible for the operation of the GA 502 Fulton County CoC Coordinated Intake & Assessment Center.	Service	Planning	Ongoing
2. Provide monthly updates on the COC CES efforts to the local service providers;	Service	Planning	Ongoing
3. Execute a partnership agreement with any service provider with which CES participating agencies.	Service	Planning	Ongoing
4. Coordinate with Fulton County's various grant and funding homeless provider recipients on coordinated entry, performance measurement, written standards, and other related topics;	Service	Planning	Ongoing
5. Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness and homeless prevention;	Service	Standard	Ongoing
6. Develop, implement, and modify written Standard Operating Procedures on how CES will be operated;	Marketing	Planning	Ongoing
7. Provide quarterly training to Fulton County and the GA 502 funded homeless service agencies;	Reporting	Planning	Quarterly
8. Identify local access points for its CES that cover the CoCs geography and can be accessed by all households in need of assistance;	Service	Planning	Ongoing
9. Develop and or modify affirmative marketing plan that communicates how local stakeholders can access their local CES;	Marketing	Planning	Ongoing
10. Provide marketing materials to local providers and assessment centers to ensure consistent communication about CES;	Marketing	Planning	Ongoing
11. Ensure that all persons experiencing a housing crisis must access CoC services and housing using CoC defined access points through street outreach and Coordinated Entry marketing campaigns;	Service	Planning	Ongoing
12. Communicate project vacancies (bed and/or unit) to the Coordinated Entry Lead Agency for proper record keeping of HMIS.	Service	Planning	Ongoing
13. Provide Fulton County with the following policies including Emergency Services, Non- discrimination and grievance, fair and equal access, street outreach and plans for assessing consumers.	SOP	Planning	Ongoing
14. Incorporate the CoC agreed assessment tool as a component of the Comprehensive Assessment phase;	Service	Assessment	Ongoing
15. GWC will be responsible for performing assessments, training other providers in conducting assessments, making referrals for emergency centers, and providing rental/utility assistance to low/moderate income individuals and families.	Service	Planning	Ongoing

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any Sub-recipient the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the

Office of Management and Budget under OMB Control Number 1215-0149.) **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or Sub-recipient his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d)** The falsification of any of the above certifications may subject the contractor or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii)** The contractor or Sub-recipient shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or Sub-recipient fails to submit the required records or to make them available, **HUD** or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Sub-recipient lower tier Sub-recipient with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a Sub-recipient as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Sub-recipient because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such contractor and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or Sub-recipient under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or Sub-recipient shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Sub-recipient or lower tier Sub-recipient with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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