



STATE OF GEORGIA DEPARTMENT OF HUMAN SERVICES CONTRACT

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, through its Office of Facilities and Support Services (OFSS) hereinafter the "Department" or "DHS". DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.

Contractor's Name: Fulton County dba Fulton County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 141 Pryor Street, SW, Suite 7001 Atlanta, Georgia 30303
Contractor's FEI #: 58-6001729	Contractor's Accounting Year End Date: 12/31
Contractor's Entity Type: County Government	

Department Administrative Information

DHS Contract #: 42700-362-25-117056	Unique Identifier #: J3YIXZYUFQ5
DHS (State) Financials Vendor ID #: 0000014732	CFDA #(s): 93.667, 03.044, 93.563, 20.513
NIGP Code(s): 95294	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> SON <input type="checkbox"/> Sole Source <input type="checkbox"/> Consortia Event #:
<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Intergovt.	
Equip. Inv. Locator #: N/A	Multi-Year Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	Total Options to Renew: 4

Scope:
SCOPE OF SERVICES

A. The Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:

- Administer, operate, expand, and maintain a coordinated transportation system for residents of Fulton County which is in the Department of Human Services (DHS) Region 3. A map outlining the counties that are in each region is attached hereto as Fulton BOC.DHSREGMAP.
- Provide transportation services which meet the special needs of elderly and disabled persons in accordance with the Department's "State Management Plan and Administrative Application Package for Transportation for Elderly Persons and Persons with Disabilities," which is by reference made a part of this contract, if applicable.
- Comply with the policies and procedures specified in the DHS Transportation Manual and ensure compliance by all subcontractors.
- Arrange for transportation for consumers who are located within the contracted Region, to be transported to destinations that may be outside the contracted Region.
- Provide to elderly and disabled persons transportation services which are coordinated with the transportation activities of other service agencies and organizations as intended by O.C.G.A. 37-2-9, by participating in Coordinated Systems.
- Submit monthly billing information to the Regional Transportation Office by the 10th working day of the month. Information must be submitted in the correct format agreed upon by the Regional Transportation Office to include an invoice and invoice back up reports from the web-based trip ordering system (eTrips). A sample invoice is attached hereto as Fulton BOC.PAYPRO.
- Submit invoices in accordance with the fixed rate schedule during the term of this contract. Any invoice submitted later than 30 days following the contract termination date will not be paid by the Department.
- Comply with all details in the technical proposal and rate schedule, unless specified by amendment(s).
- Maintain a current and active registration in the System for Award Management (SAM).
- Attend meetings with the Regional Transportation Office (RTO) and the Regional Transportation Coordinating Committee (RTCC) as requested and/or scheduled.
- Implement service expansions or improvements which expand transportation services, such as Quality of Life (QOL) and Health Related (HR) trips. Requests for transportation of new Human Service Providers or expansion of existing transportation will be submitted to the RTO for review and approval as funding is available.



12. Maintain any vehicles in a mechanically safe condition and submit annual safety certifications for all vehicles used in the program. Contractor and subcontractors must provide to the RTO an annual, current list of vehicles used in the program and submit an updated list to the RTO quarterly. A list of vehicles used in the program is attached as part of this contract as Fulton BOC.SPECDOC.
13. Submit a Cost Report and a Budget Report for all contractors and subcontractors who will be providing transportation services in the execution of this contract. The prescribed formats to be used in providing cost and budget data are provided as an Annex. The forms to be used in meeting this contract requirement will be provided electronically to the Contractor by DHS. The Contractor will certify to the accuracy and validity of all cost and budget information submitted by subcontractors as being directly related to the DHS Transportation Services provided. The previous year's final and current year's mid-year Cost Report information will be provided no later January 31st of each year. The Budget Report will be provided in February with the Contractor's annual proposal and no later than the proposal deadline designated by DHS. Both reports will be submitted to the DHS Regional Transportation Office in the appropriate region. Regional Transportation Office staff may require submission of this information on a quarterly or monthly basis in addition to the annual requirement.
14. Maintain updated internet accessibility to properly access and utilize the required web-based trip ordering system (eTrips). Ensure all subcontractors adhere to the same requirement.
15. Assist with evacuation and transportation efforts in a governor-declared state of emergency or pandemic. Contractor will use existing contract rates to invoice transportation services and trips provided during the emergency or pandemic. The invoiced rates, as agreed upon by the Department, will account for required changes in the delivery of coordinated transportation services, such as utilizing the hourly or long-distance rates versus the core rates.
16. Ensure contractors and subcontractors, that actively provide transportation services to DHS consumers, submit the total number of trips (to include DHS, DOT, DCH, and other) performed, miles traveled, and hours operated, for all transit programs administered by the contractor and subcontractors. This information is to be submitted to the Regional Transportation Office on the 10th working day of each month on the Programmatic Report provided hereto as Fulton BOC.PROGREP.
17. Assist DHS in conducting an annual customer service survey by distributing and collecting DHS survey forms to and from targeted passenger groups. Forms, directions, and schedules will be provided by the DHS Regional Transportation Office.
18. The Contractor will be the responsible party for monitoring its coordinated transportation service sub-contractors for compliance with applicable policies, procedures, and contract specifications. The monitoring documents must be made available to the DHS Regional Transportation Office for review and monitoring. Monitoring of subcontractors must adhere to the DHS Transportation Manual policies and procedures.
19. Ensure the Contractor and all subcontractors comply with the Federal Transit Administration Civil Rights Assurance terms and conditions are adhered to in accordance with federal and state laws, rules, and regulations. The Contractor must sign appropriated assurances which are identified in the DHS Transportation Manual and included herein as an Annex titled Federal Transit Administration Civil Rights Assurance.
20. Correct deficiencies within the specified timeframe outlined in any Corrective Action Plan (CAP).
21. Provide general and vehicle liability insurance coverage in accordance with the DHS Transportation Manual and specified in this contract.
22. Ensure Disadvantaged Business Enterprises (DBE) have an equal opportunity to receive and participate in the DHS coordinated transportation contracts.

AND

B. The Department will provide the following in accordance with the terms and conditions of the Contract:

1. Monitor and evaluate Contractor activities for adherence and effectiveness.
2. Provide technical assistance as needed and requested.

AND

C. Both parties agree that:

1. The Department will pay the Contractor within 30 days of receipt of all required billing and supporting documentation. DHS procedures will be followed for processing payments. Request for rush payments or deviation from procedures will be denied.
2. Every transportation provider who operates in the Coordinated Transportation System will follow accident reporting procedures for DHS owned and non-DHS owned vehicles in accordance with the DHS Risk Management Manual and the



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Office of Facilities and Support Services (OFSS) - Transportation

Transportation Manual. Initial reporting of accidents/incidents will be reported to the Regional Transportation Office (RTO) within one hour and the RTO will forward to appropriate parties within one hour from receipt of the information.

Contract Cost: ☒ **Expense** ☐ **Revenue**

Total Obligation: \$638,249.32 Federal: \$301,711.06 State: \$6,603.48 Match: \$19,651.78 Other: \$310,283.00

Contract Term:

Initial Contract Start Date: 07/01/2024 Contract Expiration Date: 06/30/2025 Contract Fiscal Year: FY2025

Authorized Person(s) to Receive Contract Notices for DHS:

Department of Human Services
Office of Facilities and Support Services (OFSS)
Attn: Anjie Everett-Seabrum
47 Trinity Avenue S.W., 2nd Floor
Atlanta, GA 30334
470.633.5813
Email: anjie.everett-seabrum@dhs.ga.gov

Department of Human Services
Office of Facilities and Support Services (OFSS)
Attn: Jenny Lee
47 Trinity Avenue S.W., 2nd Floor
Atlanta, GA 30334
770-339-5114
Email: Jenny.Lee@dhs.ga.gov

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Fulton County
Attn: Rafael Patterson
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303
470-306-5953
rafael.patterson@fultoncountygga.gov

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Fulton County
165 Central Avenue SW Room 400
Atlanta, GA 30303-3521

SECTION I GENERAL CONTRACT PROVISIONS

SECTION I

CONTRACT DEFINITIONS:

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized State entities requiring services under or having an interest in the Contract.

CONTRACT DEFINED:

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or Subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.



JURISDICTION:

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

PERIOD OF CONTRACT:

This Contract is a one-year contract unless otherwise specified or terminated earlier in accordance with the applicable terms and conditions.

RENEWAL:

If a multi-year contract, the Department shall have the option, exercisable in its sole discretion depending on satisfactory performance and availability of funds, to renew this Contract for one year or up to the total number of renewals identified in this Department of Human Services Contract.

If renewed, renewal shall be upon the same terms and conditions. As to each term and subject to the termination provisions of this Contract, the Contract shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Contract, applicable amendments and any contract renewals shall bind the Department and the Contractor. Upon the Department’s election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed in writing by the Department and the Contractor.

RENEWAL OPTIONS:

This contract shall begin on the effective date and shall continue until 06/30/2025 (“Initial Term”), unless terminated earlier pursuant to the termination provision; provided, however, that termination or expiration of this contract shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this contract may be renewed by the Parties for up to four (4) additional terms, each up to one (1) Fiscal Year, which shall begin on 07/01/2024, and end at midnight on 06/30/2025, of the following year as follows (“Additional Term(s)” and together with the Initial Term, the “Term”):

The Terms are as follows:

Initial Term:	7/1/2024	6/30/2025
Renewal Number 1:	<u>7/1/2025</u>	- <u>6/30/2026</u>
Renewal Number 2:	<u>7/1/2026</u>	- <u>6/30/2027</u>
Renewal Number 3:	<u>7/1/2027</u>	- <u>6/30/2028</u>
Renewal Number 4:	<u>7/1/2028</u>	- <u>6/30/2029</u>

The terms, conditions and pricing in effect at the time of the renewal shall apply to each renewal term. DHS - Office of Facilities and Support Services (OFSS) shall send written notice memorializing the Parties’ intent to exercise a renewal option under this contract.

EXTENSION:

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

AMENDMENTS IN WRITING:

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. No amendment, waiver, termination, or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

Any agreement of the Parties to amend, modify, eliminate or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.



DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

CONFIDENTIALITY:

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or sub-contractor has failed to meet the confidentiality obligations or standards of this Contract.

INSPECTION OF WORK PERFORMED:

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

USE OF STATE VEHICLES:

Contractor may use State vehicles in the performance of this Contract; provided that, Contractor may not seek or obtain reimbursement from the Department for mileage when State vehicles are employed.



INDEPENDENT CONTRACTOR RELATIONSHIP:

In its relationship with the Department and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

CONFLICT OF INTEREST:

The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect.

CONTRACT MODIFICATION/ALTERATION:

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

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

- A. **WITHHOLDING PAYMENTS:** If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations under this Contract, and, if Contractor fails to correct such failure within 30 Days of the date of DHS' s sending an email to the Contractor Project Manager describing such failure, or such other number of days mutually agreed to in writing by the Parties, DHS shall have the right to withhold any and all payments due hereunder. DHS may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.
- B. **REDUCTIONS IN PAYMENTS DUE:** Amounts due DHS by Contractor under this Contract, including but not limited to liquidated damages or any other damages caused by any deficiency or delay in the Services or Deliverables may be deducted or set-off by DHS from any money payable to Contractor pursuant to this Contract. If set-off such amounts within five Days of the date of DHS' s sending an email to the Contractor Project Manager describing such failure, DHS may exercise this right, and DHS shall provide Notice to Contractor of any such deduction or set- off. Or DHS may direct the Contractor to make payment directly to DHS for such amounts due. The method of collection of such amounts due is solely and strictly at DHS' s discretion.
- C. **HOLDBACK:** DHS shall retain a Holdback of 20% ("Holdback") of all amounts invoiced by Contractor as prescribed in this Contract. Upon written acceptance by DHS that all work is completed, and the end of the Warranty Period has passed, DHS will release said Holdback to Contractor for payment.
- D. **RIGHT TO ASSURANCE:** If DHS, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DHS may demand in writing that Contractor give a written assurance of intent to perform. Upon failure by Contractor to provide written assurance within the number of Days specified in the demand (in no event less than five business days), DHS may at DHS' s option, pursue termination of this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.



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- E. **TERMINATION REMEDIES:** Notwithstanding anything to the contrary herein, in the event of termination of this Contract by DHS, DHS shall, in addition to its other available remedies, have the right to procure the terminated Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for direct damages, which may include, but shall not be limited to the cost difference between the Charges for Deliverables and Services being replaced as a result of such termination and the actual and reasonable replacement costs of substitutes for such Deliverables and/ or Services acquired from another vendor (but in no event greater than the fair market value); and if applicable, reasonable and actual administrative costs incurred by DHS in replacing the Services and Deliverables, such as costs of competitive bidding, mailing, advertising, and staff time.

TERMINATION:

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, or pursuant to section D at any time by the Department for failure of the Contractor to perform any of the provisions hereof, failure to meet performance standards, required service levels, or violation of state or federal law. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 2. Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
 3. Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 4. Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
 6. An assignment is made by the Contractor for the benefit of creditors.
 7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 8. The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 10. Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

COOPERATION IN TRANSITION OF SERVICES:

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed



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by the Department. This will include, but not be limited to, the transfer or destruction of consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

FORCE MAJEURE:

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

ACCESS TO RECORDS AND INVESTIGATION:

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

COLLECTION OF AUDIT EXCEPTIONS:

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

DEPARTMENT APPROVAL OF SUBCONTRACTS:

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specified in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are



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delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement. All subcontractors must be subject to the same training requirements as Contractors and their employees.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

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

CONSULTANT/STUDY CONTRACT:

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.

INDEMNIFICATION:

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "Indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury (including but not limited to death, personal injury, property, damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of the Contractor, its agents, employees, Subcontractors, or others working at the direction of the Contractor or on the Contractor's behalf; or due to any breach of this contract by Contractor (collectively, the "Indemnity Claims") regardless of whether the Contractor, its agents, employees, subcontractors, or others working at the direction of the Contractor or on the Contractor's behalf are deemed state officers or employees under the Georgia Tort Claims Act or otherwise, Contractor agrees to indemnify the Department for the acts or omissions of those employees or agents, even if such indemnity is considered to have resulted from the fault or negligence of the Indemnitees.

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

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

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

PUBLICITY:

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

INSURANCE:

- A. Contractor shall, at its sole cost and expense, obtain, and during the entire term of this Contract, maintain, in full force and effect, the insurance coverage described in this Paragraph, protecting the Contractor and the Department, to the fullest extent



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allowed by law and up to the required limits, against any claims for damages, including but not limited to, bodily injury, damage to or destruction of property, or personal injury, arising out of the operations under the Contract.

- B. Contractor shall secure such insurance coverage either: (a) from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by the Department; (b) through a self-funded Risk Management Plan pursuant to O.C.G.A. § 45-9-21, *et seq.*; or (c) any combination thereof. Specifically, Contractor shall provide the minimum acceptable limits of liability as follows:
1. Workers Compensation and Employer's Liability (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer shall submit to the Department a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
 2. Commercial General Liability (Occurrence) to include contractual liability. Contractor shall self-fund all general liability losses up to \$2,000,000. Any losses which exceed the self-funded amount will be covered by Excess liability coverage.
 3. Business Automobile Liability, in accordance with O.C.G.A. § 33-24-51 and in the amounts of the statutory limits established under O.C.G.A. § 36-92-2, to include, but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's subcontractors, agents or representatives in the performance of this Contract.
 4. Excess Liability (Commercial Umbrella Insurance) (Occurrence). Contractor shall self-fund the \$2,000,000 self-insured retention (SIR) amount. Beyond the \$2,000,000 SIR, the Contractor shall provide \$20,000,000 in excess liability coverage.
- C. Contractor shall, within thirty (30) calendar days of the Effective Date, furnish the Department with any and all applicable insurance certificates evidencing proof of such coverage and providing the name and address of the insured; name, address, telephone number and signature of the authorized agent; the name of the insurance company; the limits of liability, the policy number and policy period). Copies of any renewal certificates shall be delivered to the Department within thirty (30) calendar days after the renewal date. The Department may, at its sole option, accept Contractor's written certification showing any self-funded Risk Management Plan has been authorized by and is in compliance with applicable law. All insurance certificates (or their legally equivalent) shall be received and approved by the Department prior to commencement of any work under this Contract. Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by the Department.
- D. Contractor shall not cancel, not renew, or reduce the scope of coverage without provision for equivalent substitute insurance. Furthermore, such cancellation, non-renewal, or reduction in scope of coverage shall not take place until thirty (30) calendar days' written notice has been given to the Department, and Contractor has replacement insurance policy(ies) that satisfy the requirements set forth in this Paragraph. If Contractor fails to maintain insurance coverage described in this Paragraph, the Department may terminate this Contract for material breach.

DRUG-FREE WORKPLACE:

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*) and that:
1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 2. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
1. The Contractor has made a false certification; or
 2. The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.



PARTIES BOUND:

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

COOPERATION WITH OTHER CONTRACTORS:

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

CONTRACTOR ACCOUNTING REQUIREMENTS:

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

TIME OF THE ESSENCE:

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein.

SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:

- A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as an Annex.
 - 3. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
 - 4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or



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- c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

B. Contractor further agrees that in accordance with the Federal appropriations act:

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

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

D. Penalties:

1. Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
2. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
3. The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

AIDS POLICY:

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

DEBARMENT:

In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

ASSIGNMENT AND MERGER:

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its



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sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

FUNDING:

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

SECTION II TERMS AND CONDITIONS

SECTION II

DEPARTMENT AND CONTRACTOR AGREEMENTS:

The Department has a need for and desires the services/deliverables described in the Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

SECTION III CONTRACT PAYMENT PROVISIONS

SECTION III

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

DEPARTMENT PAYMENT TO CONTRACTOR:

The Department will pay the Contractor according to the Rate Schedule attached Annex titled Payment Provisions after receipt of specified documentation and approval by the Department.

DEPARTMENT PAYMENT TO CONTRACTOR:

The Department will pay the Contractor according to the Rate Schedule attached as the annex titled Payment Provisions after receipt of specified documentation and approval by the Department.

Total approved contract amount is **638,249.32** comprised of federal, state, and local funds as indicated below:

- A. Social Services Block Grant (SSBG) funds from Division of Aging Services are **53,706.94** which includes **12%** local match to be provided by the Contractor. Total payments for services against these funds shall not exceed **47,262.10** (federal funds).
- B. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are **65,190.02**. Total payments for services against these funds shall not exceed **65,190.02** (federal funds).
- C. Title III fund of the Older Americans Act from Division of Aging Services are **132,069.36** which includes **10%** local match to be provided by the Contractor. Total payments for services against these funds shall not exceed **118,862.42**.
- D. State funds available from Division of Aging Services are **0.00**. Payments for services against these funds shall not exceed **0.00**.
- E. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are **387,283.00**. Payments for services against these funds shall not exceed **387,283.00**.

Total fund sources available for trips for all clients, including senior citizens, are **618,579.54** (state and federal). Total payments for services against these funds shall not be exceeded.

USE OF CERTIFIED COST/IN-KIND MATCH:

- A. The Contractor agrees to furnish certified cost/cash contribution or in-kind match of **\$6,444.84** for SSBG and **\$13,206.94** for Title III. A certified cost report, DHS Form #5215 attached as an annex, along with any subcontractor Forms 5215 must be submitted with each invoice for payment for transporting SSBG and Title III eligible clients. Total local match is **\$19,651.78**. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly at a rate not less than **12%** (SSBG) and **10%** (Title III) of the total request for payment for trips provided. Verifiable accounting records which adequately identify certified cost/CPE to this specific contract/federal program must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in paragraph #301 of this contract.



- B. The Contractor agrees to submit a monthly certified cost report, DHS Form #5215, along with any Subcontractor Forms 5215 with each expenditure report.

PROMPT PAYMENT AND RETAINAGE CLAUSE-49 CFR&26.29

Disadvantage Business Enterprise rule at 49 CFR&26.29 requires all payments to be released within 30 days of invoice for both Recipients, Sub-Recipients, and Sub-Contractors.

INVOICE SUBMISSION:

The Contractor agrees to submit an invoice monthly no later than the 10th working day following the end of each month in accordance with the Fixed-Rate Schedule. Any invoice submitted more than ten (10) days following the contract termination date will not be paid by the Department. The invoice form to be used is attached to this Contract in the Annex titled Payment Provisions.

PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS:

The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Reporting Requirements:

The Contractor agrees to submit a monthly programmatic/performance statistical report not later than the 10th working day after the end of each month. The report forms to be used is attached to this Contract in the Annex titled Reporting Requirements.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits regardless of whether such Contractor, staff, agents, or subcontractors are deemed state officers or employees under the Georgia Tort Claims Act or otherwise. Contractor understands that the following items specifically apply in this contract but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.



- E. Fair Labor Standards Act of 1938, as amended.
- F. When Federal funds are included in the Contract, Contractor/Subrecipient shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331.
- G. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

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

- H. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:** (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- I. **CFDA AUTHORIZATION AND NUMBER:** Social Security Act, as amended, Title XX, 42 US Code 1397 *et seq.* Omnibus Territories Act, as amended, Title V, Public Law 95-134, 48 US Code 1469 a. Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35. **(CDFA # 93.667)**

CFDA AUTHORIZATION AND NUMBER: : Older Americans Act of 1965, Title III, Parts A and B, Public Law 89-73, as amended; Public Law 90-42, 81 Stat. 106; Public Law 91-69, 83 Stat. 108; Public Law 93-29, 89 Stat. 301; Public Law 93-351, 88 Stat. 357; Public Law 94-135, 89 Stat 713; Public Law 95- 65, 91 Stat. 269; Public Law 95-478, 92 Stat. 1513; Public Law 97-115, 95 Stat. 1595; Public Law 98-459, 98 Stat. 1767; Public Law 100-175; Section 705, Public Law 100-628; 42 U.S.C. 3022-3030d; Public Law 106-501. **(CDFA # 93.044).**

CFDA AUTHORIZATION AND NUMBER: Social Security, Title IV, Part D, 42 US Code §651. **(CDFA # 93.563).**

CFDA AUTHORIZATION AND NUMBER: The Infrastructure Investment and Jobs Act (IIJA). The Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA); American Rescue Plan Act (ARP), Public Law 117-58, 49 US Code 5310. Section 3006(b) of the Fixing America's Surface Transportation (FAST) Act authorizes the Innovative Coordinated Access and Mobility Pilot Program., Title Fixing America's Surface Transportation (FAST), Section 3006(b), Public Law 114-94. The Infrastructure Investment and Jobs Act (IIJA) continued the Section 5310 Program. The Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) enacted on December 27, 2020, and the American Rescue Plan Act (ARP) enacted on March 11, 2021, made available a significant amount of supplemental funding for COVID-19 relief to support the transit industry during the COVID-19 health emergency. Both CRRSAA and ARP made available \$50 million in Section 5310 formula funding. **(CDFA # 20.513).**

- J. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.
- K. Other: Refer to the Annex titled Additional Compliance Requirements for other applicable State and Federal laws, rules, regulations and standards

AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American



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Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
47 Trinity Avenue S.W., 2nd Floor
Atlanta, Georgia 30334
Or email to dhs.financialreviews@dhs.ga.gov

CRITICAL INCIDENT REPORTING ("CIR"):

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

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 1. Whether or not client's health, safety and welfare are adequately protected;
 2. That the response to the situation and event was reasonable and appropriate;
 3. That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 4. That Contractor and/or its staff or Subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

SECTION TITLES NOT CONTROLLING:

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

**FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation**

ENTIRE UNDERSTANDING:

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

SECTION V CONTRACT ANNEX INCLUSION

SECTION V

This Contract includes annexes as listed below, which are hereto attached:

- | | |
|---------|---|
| Annex A | Business Associate Agreement |
| Annex B | Certification Regarding Lobbying |
| Annex C | Debarment Certification |
| Annex D | Notice Concerning Critical Incident Reporting |
| Annex E | Payment Provisions |
| Annex F | Certified or In-kind Cost Report (Form 5215) |
| Annex G | Reporting Requirements |
| Annex H | Subrecipient Federal Grant Award Information |
| Annex I | Security and Immigration Compliance Affidavit |
| Annex J | Additional Terms and Conditions |



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

DS
LO

AND

FULTON COUNTY

9/12/2024

CONTRACTS WITH COUNTIES

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

I, the undersigned Commissioner of Fulton County, certify that this Contract is entered in Book No. X,
Page

24-0411
No. , of the official minutes of the Commission of Fulton County.

CONTRACTOR EXECUTION:

Fulton County

Name of Contractor

Signed by:
Robb L Pitts
Signature 43019C5678374A2...

9/22/2024

Date signed by Contractor

Robb L Pitts

Typed name of individual signing
Chairman, Commission of Fulton County

DocuSigned by:
Nikki Peterson
Chief Deputy Clerk to the Commissioner signature 8D255A048C5A467...

Nikki Peterson

Clerk to the Commissioner typed name

9/20/2024

Date

DocuSigned by:
Tonya Grier
Clerk signature FEC478C4837648D...

Tonya Grier

Clerk typed name

9/23/2024

Date

DEPARTMENTAL EXECUTION:

Department of Human Services

DocuSigned by:
Christopher Apsey
Deputy Chief of Staff C21650222B58484...

9/23/2024

Date signed by the Department

Division/Office Director

DocuSigned by:
Perry McMillon
Director 39500C3B409C48A...
Office of Facilities and Support Services

9/23/2024

Date signed by the Division/Office



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and Fulton County (hereinafter referred to as "Contractor") as an attachment to 42700-362-25-117056 between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information ("PHI") , as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as required by law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex A-1 and Annex A -2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
4. Contractor warrants that the individuals listed by title on Annex A -1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex A -1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex A -1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex A -2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex A -2 immediately, but at least within twenty-four (24) hours of any change in the need for DHS information system access by any individual listed on Annex A-2. Any failure to report a change within the twenty-four (24) hour time period will be considered a security incident and may be reported to the Privacy Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:



A. At DHS:

Jamila Coleman
DHS Privacy Officer
Georgia Department of Human Services
Office of General Counsel
47 Trinity Avenue SW
Atlanta, GA 30334
404-304.1744
<mailto:privacy@dhs.ga.gov>

Shirlan C. Johnson, CISSP
Chief Information Security Officer
Office of Information Technology
shirlan.johnson@dhs.ga.gov
404-655-8371

B. At Contractor:

Rafael Patterson
Program Manager
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303
470-306-5953
rafael.patterson@fultoncountyga.gov

8. Contractor agrees that it will:

- A.** Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B.** Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C.** Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D.** In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex A-1 and Annex A-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E.** Upon DHS' reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F.** Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G.** Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H.** Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:



- i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner; and
 - ii. the inadvertent disclosure of PHI from a person designated in Annex A-1 or Annex A-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex A-1 or Annex A-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The PHI involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the PHI as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured PHI.

Upon request by the DHS Privacy Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to the DHS in writing within two (2) weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS within five (5) business days of DHS' request for proof of implementation.

- J. Report to the DHS Officer and the DHS Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS' approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS.
- K. Upon DHS' reasonable request and not more frequently than once per quarter, report to the DHS Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured PHI has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both Parties will be in compliance with HIPAA.
- M. If DHS determines that a Breach of Unsecured PHI has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by the DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.



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In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS' approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O.** In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following DHS' request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the DHS upon request.
- R.** In addition to any indemnification provisions in the Contract, indemnify the DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S.** For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A.** Notify Contractor of any new limitation in DHS' Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B.** Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C.** Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D.** Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance.

- 10. The Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.



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A. Termination for Cause. Upon DHS' knowledge of a material breach of this Agreement by Contractor, DHS shall either:

- i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
- ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

FULTON COUNTY

BY: Robb L Pitts
SIGNATURE 43019CF678374A2...

9/22/2024

DATE

Robb L Pitts

PRINTED NAME

Chairman

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract.



List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

- X

- X

- X

- X

- X

Transfers of PHI must comply with DHS Policy and Procedures.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex A-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex A-1 as needed and provide the updated form to DHS.

DHS Project Leader Contact Information:

Anjie Everett-Seabrum
Operations Manager - Contracts
Georgia DHS |Office of Facilities and Support Services (OFSS)
47 Trinity Avenue S.W., 2nd Floor
Atlanta, GA 30334
470.633.5813
anjie.everett-seabrum@dhs.ga.gov



Part 1:

Please check beside the correct option. Please select only one option.

☒ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

☐ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

Contractor must notify the Project Leader identified in the Contract immediately, but at least within twenty-four (24) hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex A-2 as needed and provide the updated form to DHS.

DHS Project Leader Information:

Anjie Everett-Seabrum
Operations Manager - Contracts
Georgia DHS |Office of Facilities and Support Services (OFSS)
47 Trinity Avenue S.W., 2nd Floor
Atlanta, GA 30334
470.633.5813
anjie.everett-seabrum@dhs.ga.gov



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signed by:
By Robb L. Pitts
43019CE678374A2
(Signature of Official Authorized to Sign)
Robb L Pitts

Date 9/22/2024

Printed Name
Chairman

Title of Official



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX C

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

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

Robb L Pitts Chairman

Signed by:

9/22/2024

Robb L Pitts

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

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



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX D

Brian P. Kemp
Governor



Candice L. Broce
Commissioner

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

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

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

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

Email: DHS.Criticalincidents@dhs.ga.gov

Address: 47 Trinity Avenue S.W., 1st Floor
Atlanta, Georgia 30334



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX E

PAYMENT PROVISIONS

RATE SCHEDULE

INVOICE



FINAL RATE SCHEDULE
For Period of July 1, 2024 - June 30, 2025

CONTRACTOR NAME: Fulton County Board of Commissioners

For Subcontractor/Counties: Transdev/Fulton

Per Trip All Divisions		
Type	DEFINITION	RATE
Trip	Any one-way trip that are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	\$18.00
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	\$13.41

No Shows will be billed at the trip type ordered.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation

Transit System Combined Contractor Cost and Budget Report

SAMPLE

Description	Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Contractor	TOTAL
Director Salary										\$ -
Supervisor Salary										\$ -
Bookkeeper Salary										\$ -
Secretary Salary										\$ -
Fringe Benefits										\$ -
Training Expenses										\$ -
Marketing Expenses										\$ -
Telephone Expenses										\$ -
Office Supplies										\$ -
Employee Health Benefits										\$ -
Rental Expenses										\$ -
Computer Software										\$ -
Audit										\$ -
Other Administrative Expenses (list)										\$ -
										\$ -
Admin Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Driver Salary										\$ -
Dispatcher Salary										\$ -
Fringe Benefits										\$ -
Maintenance Expenses										\$ -
Repair Expenses										\$ -
License Expenses										\$ -
Vehicle Insurance Expenses										\$ -
Drug / Alcohol Testing										\$ -
Background Investigation Expenses										\$ -
Uniform Expenses										\$ -
Communications Expenses										\$ -
Fuel Expenses										\$ -
Mechanic Expenses										\$ -
Contract Services										\$ -
										\$ -
Operating Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Amount										
Standard Van										\$ -
Modified Van										\$ -
Conversion Van										\$ -
Conversion Van w/ Lift										\$ -
Shuttle Van										\$ -
Shuttle Van w/ Lift										\$ -
Shuttle Bus										\$ -
Shuttle Bus w/ Lift										\$ -
Mobile Radio										\$ -
Base Radio										\$ -
Two-way Radio										\$ -
Computer Hardware										\$ -
Dispatching										\$ -
Other (list)										\$ -
										\$ -
Capital Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation

Transit System Combined Contractor Cost and Budget Report

SAMPLE

Equipment Quantity

Standard Van											0
Modified Van											0
Conversion Van											0
Conversion Van w/ Lift											0
Shuttle Van											0
Shuttle Van w/ Lift											0
Shuttle Bus											0
Shuttle Bus w/ Lift											0
Mobile Radio											0
Base Radio											0
Two-way Radio											0
Computer Hardware											0
Dispatching											0
Other (list)											0
											0
											0
Capital Total	0	0	0	0	0	0	0	0	0	0	0

Administrative Total / Ratio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Total / Ratio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Total / Ratio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Ratio	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Number of Drivers - Fulltime											-
Number of Drivers - Part Time											-
Number of Vehicles											-
Number of Transport Hours											-
Number of Transport Miles											-

Revenues											
DHS											\$ -
FTA Section 5311											\$ -
Medicaid NET											\$ -
											\$ -
											\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# Trips Provided											
DHS											-
FTA Section 5311											-
Medicaid NET											-
0											-
0											-
TOTAL TRIPS	-	-	-	-	-	-	-	-	-	-	-

Comments:



12/26/2018

Invoice										
CONTRACTOR NAME										
CONTRACTOR ADDRESS, CITY, STATE ZIP										
Invoice period from :										
Contract Nbr :										
Invoice Nbr :										
Invoice Date :										
SAMPLE										
Billed to : Region										
Regional Office Address										
Address										
City, State, Zip										
Fiscal Year:										
Month	Sub Contractor	Division	HSP	Trip Type	Rate Type	Rate Amount	# of Hours	# of Trips	# of Passes	Amount
Month/Year	Subcontractor # 1	DIVISION	HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/PROGRAM TOTAL							\$
			DIVISION TOTAL							\$
Month/Year	Subcontractor # 1	DIVISION	HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/PROGRAM TOTAL							\$
			DIVISION TOTAL							\$
			SUBCONTRACTOR # 1 TOTAL							\$
Month/Year	Subcontractor # 2	DIVISION	HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/PROGRAM TOTAL							\$
			DIVISION TOTAL							\$
Month/Year	Subcontractor # 2	DIVISION	HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/PROGRAM TOTAL							\$
			DIVISION TOTAL							\$
			SUBCONTRACTOR # 2 TOTAL							\$
Month/Year	Subcontractor # 3	DIVISION	HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/Program Name	Trip Type	Rate Type	\$				\$
			HSP/PROGRAM TOTAL							\$
			DIVISION TOTAL							\$
			SUBCONTRACTOR # 3 TOTAL							\$
Total:										
Transit Passes - Trips, Number of Passes, and Cost										
Aging Match Requirement										
Sub-Total										
Less In-Kind										
Adjustment - (Number of Hours/Trips if Applicable)										
Grand Total										
RTO Signature										
Date										

Trip Types - FY2021



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX F

CERTIFIED OR IN-KIND COST REPORT (FORM 5215)

CERTIFIED OR INKIND COST REPORT (FORM 5215)

Rev. 3/18
Georgia Department of Human Services
REPORT OF CERTIFIED OR IN-KIND COST

SECTION 1 COMPLETED BY CONTRACTOR

for the period

_____, 20____ to _____, 20____

FROM: _____
NAME OF CONTRACTOR

THROUGH: _____
PROGRAM OFFICER, DHS

☐ CERTIFIED COSTS

☐ IN-KIND COSTS

Title of
Program: _____

DHS Contract # _____ Identification # _____ Control #: _____

Name and Address of Provider of Certified or In-Kind Cost:

Cost:

A. Personnel (attach continuation, if needed)

NAME	TITLE	SALARY	FRINGE BENEFITS	%TIME	APPLICABLE AMOUNT
------	-------	--------	--------------------	-------	----------------------

Sub-Total \$ _____

B. Other Cost (attach continuation, if needed)

Sub-Total \$ _____

Grand Total \$ _____

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

Date (signed): _____

Title

SECTION II TO BE COMPLETED BY PROGRAM STAFF DHS

Code: _____ Code: _____ Date: _____
Fund Source: _____ (signed): _____



REPORTING REQUIREMENTS

**TRIPS, MILE S, & HOURS REPORT
PROGRAM REPORT**

Contractor _____
Month _____
Year _____

Agency/Program	# of Trips	Reimbursement
DHS		
DOT		
DCH		
Other (List Name)		

Total Miles	
Total Hours	

Signature: _____

Date: _____



SUBRECIPIENT FEDERAL GRANT AWARD INFORMATION



Georgia Department of Human Services

Subrecipient Federal Grant Award Information¹

For each federal grant award associated with this Contract², DHS has identified the CFDA (Catalog of Federal Domestic Assistance) title and number, award name, award number, award year, Common Accounting Number (CAN), the name of the federal awarding agency, and indicated whether the award is for research and development (R&D):

CFDA Number	CFDA Title	Award Name	Award Number	Award Year ³	CAN	Federal Awarding Agency	R&D (Indicate Yes or No)
93.044 (FY25)	(OASS) Older Americans Act Title III – Supportive Services	(OASS) Older Americans Act Title III – Supportive Services	2301GAOSS-01	10/1/2023 – 09/30/2025	2023 – 2994315	Department of Health and Human Services Administration for Community Living	No
93.667 (FY25)	Social Services Block Grant	Social Services Block Grant	2301GASOSR	10/01/2023 – 9/30/2025	2023 - G992342	Department of Health and Human Services Administration for Children and Families	No
10.561 (FY24)	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program Education and Training Transportation		10/01/2023- 09/30/2024	205GA403S 2520	USDA-Food and Nutrition Service	No
93.558	Temporary Assistance for Needy Families	2023 – TANF - Temporary Assistance for Needy Families	2301GATANF-02	10/01/2022 – 9/30/2023	N/A	Department for Health and Human Services Administration for Children and Families	NO



84.126 (FY24)	Rehabilitation Services- Vocational Rehabilitation grant to States	Rehab Svcs – Voc. Rehab grant to States		10/01/2023- 09/30/2024	5992181	Department of Education Special Education and Rehabilitation Services	No
93.563 (FY24)	Child Support Enforcement	Child Support Enforcement	2301GACSES	4/01/2024 – 6/30/2024	2023- G9923CJ	Department of Health and Human Services Administration for Children and Families	No
20.513 (FY25)	Enhanced Mobility for Seniors and Indiv. With Disabilities	Enhanced Mobility for Seniors and Indiv. With Disabilities	GA-2023-003-00	03/22/2023 – 03/30/2031	5992181	Department of Transportation Federal Transit Administration	No

¹ Consult Budget Officer in Respective DHS Division/Office for assistance in completing this Annex.

² Annex must be completed when the Contractor has been determined to be a Subrecipient.

³ Award year could be different than, and is not necessarily the same as, the contract year.

⁴ Award year could be different than, and is not necessarily the same as, the contract year.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX I


SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)


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

51423
Federal Work Authorization User Identification Number
June 2007
Date of Authorization
Fulton County Board of Commissioners
Name of Contractor
Department of Human Services Coordinated Transportation
Name of Project
Department of Human Services
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on April 8, 2024 in Atlanta (city), Georgia (state).


Signature of Authorized Officer or Agent

Felicia Strong-Whitaker, Chief Purchasing Agent
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18 DAY OF April, 2024.

NOTARY PUBLIC

My Commission Expires:
July 18, 2026





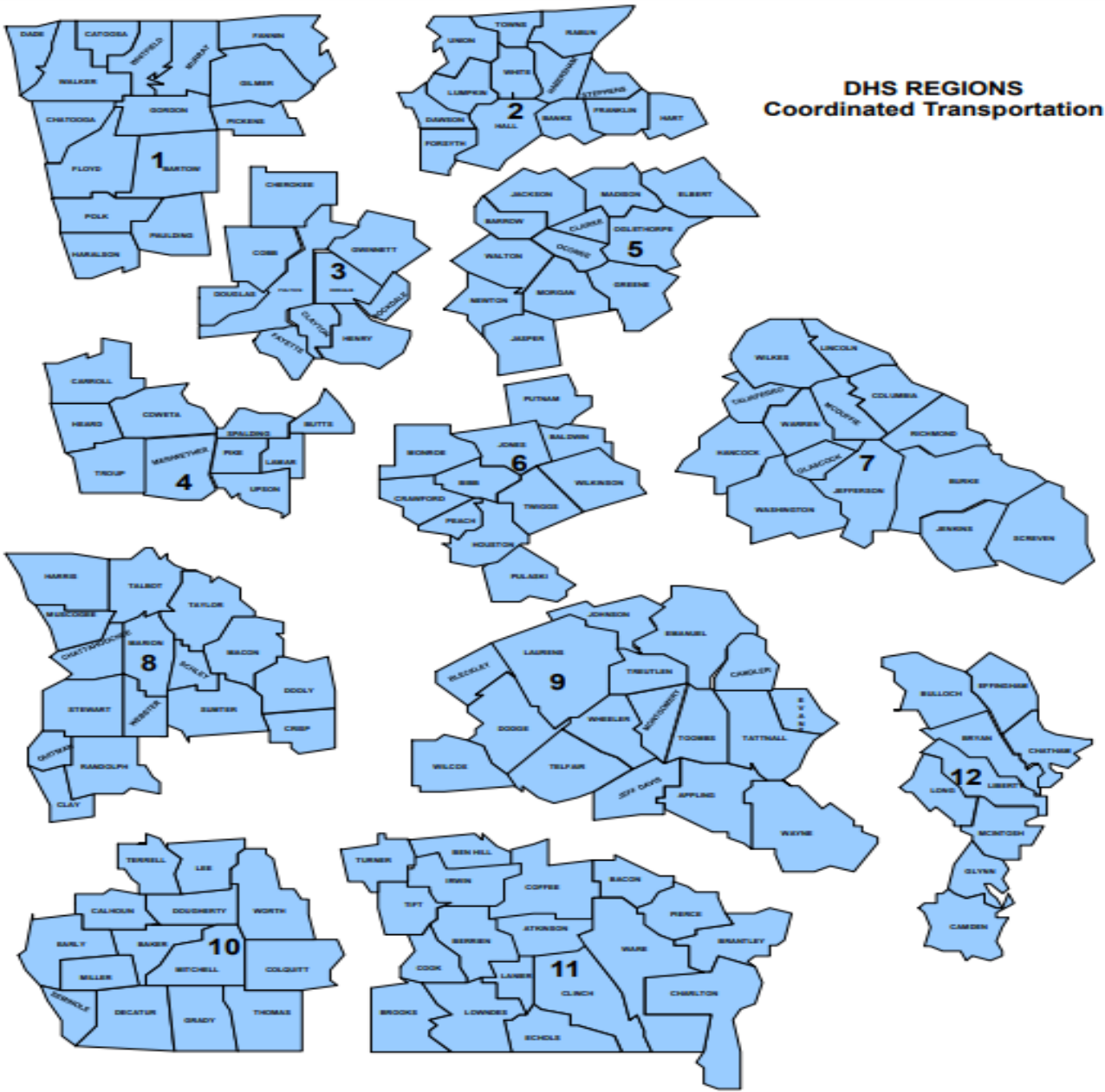
Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation
ANNEX J

ADDITIONAL COMPLIANCE REQUIREMENTS

DHS COORDINATED TRANSPORTATION MAP

FEDERAL REQUIRED CONTRACT CLAUSES





FEDERAL REQUIRED CONTRACT CLAUSES

Access to Records and Reports - 49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Access to Records and Reports

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- d. Access to Records. The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- e. Access to the Sites of Performance. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

CHARTER SERVICE - 49 U.S.C. 5323(d) and (r) 49 C.F.R. part 604

The Charter Bus requirements apply to contracts for operating public transportation service. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service Contractors.

Charter Service

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:



- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. 3. Any other appropriate remedy that may apply.
- d. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - 42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third-party Contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

- a. It will not use any violating facilities;
- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination



on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 4242 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party Contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection



for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 C.F.R. part 26

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

The DBE contracting requirements flow down to all third-party Contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.



DBE

For all DOT-assisted contracts, each FTA recipient must include assurances that third party Contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.



This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

ENERGY CONSERVATION - 42 U.S.C. 6321 *et seq.*, 49 C.F.R. part 622, subpart C

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION - 2 C.F.R. part 180, 2 C.F.R. part 1200 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, Contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Recipients, Contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.



Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING RESTRICTIONS - 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

LOBBYING RESTRICTIONS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Fulton County
Office of Facilities and Support Services (OFSS) - Transportation

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed by:

Robb L Pitts

43019CF678374A2...

Signature of Contractor's Authorized Official

Robb L Pitts

Chairman

Name and Title of Contractor's Authorized Official

9/22/2024

Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The No Obligation clause applies to all third-party contracts that are federally funded. The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 49

U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 49 C.F.R. part 31

The Program Fraud clause applies to all third-party contracts that are federally funded. The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients



and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SAFE OPERATION OF MOTOR VEHICLES - 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, U.S. DOT Order No. 3902.10

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.



SCHOOL BUS OPERATIONS - 49 U.S.C. 5323(f), 49 C.F.R. part 605

The School Bus requirements apply to contracts for operating public transportation service. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

SCHOOL BUS OPERATIONS

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the Contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

TERMINATION - 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid



only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Certificate Of Completion

Envelope Id: EB9CD530FEBD4D91BE8EDFE285BCFCBD

Status: Completed

Subject: 117056 WFID # 000775 Contract # 42700-362-25-117056 Department of Human Services OFSS

Source Envelope:

Document Pages: 51

Signatures: 9

Envelope Originator:

Certificate Pages: 7

Initials: 1

Sherra Sander-Hendricks

AutoNav: Enabled

47 Trinity Ave. S.W.

Envelopeld Stamping: Enabled

Atlanta, GA 30334

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Sherra.sandershendricks@dhs.ga.gov

IP Address: 162.248.187.1

Record Tracking

Status: Original

Holder: Sherra Sander-Hendricks

Location: DocuSign

9/10/2024 7:06:22 AM

Sherra.sandershendricks@dhs.ga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: DHS Contract Lifecycle Management (CLM)

Location: DocuSign

System

Signer Events**Signature****Timestamp**

Ladisa Onyiliogwu

A blue ink signature of Ladisa Onyiliogwu, appearing as 'LO' with a stylized flourish.

Sent: 9/10/2024 9:11:55 AM

ladisa.onyiliogwu@fultoncountyga.gov

Viewed: 9/12/2024 5:44:55 AM

Security Level: Email, Account Authentication
(None)

Signed: 9/12/2024 5:45:03 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.163.143.197

Electronic Record and Signature Disclosure:

Accepted: 9/12/2024 5:44:54 AM

ID: 1aa52c3b-a509-4a84-991a-fdaa73c3ebb4

Nikki Peterson

A blue ink signature of Nikki Peterson, appearing as 'Nikki Peterson' in a cursive script.

Sent: 9/12/2024 5:45:06 AM

nikki.peterson@fultoncountyga.gov

Resent: 9/17/2024 3:42:07 PM

Security Level: Email, Account Authentication
(None)

Viewed: 9/19/2024 1:57:23 AM

Signed: 9/20/2024 5:18:50 PM

Signature Adoption: Pre-selected Style

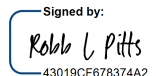
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Electronic Record and Signature Disclosure:

Accepted: 9/19/2024 1:57:23 AM

ID: b9dff016-6374-495c-ac33-308b6d93cceb

Robb L Pitts

A blue ink signature of Robb L Pitts, appearing as 'Robb L Pitts' in a cursive script.

Sent: 9/20/2024 5:18:55 PM

harriet.thomas@fultoncountyga.gov

Viewed: 9/20/2024 5:21:13 PM

Chairman

Signed: 9/22/2024 2:04:41 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 166.137.19.13

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/20/2024 5:21:13 PM

ID: b19cf371-8065-4e13-afe0-bcbd6d39bcc8

Tonya Grier

A blue ink signature of Tonya Grier, appearing as 'Tonya Grier' in a cursive script.

Sent: 9/22/2024 2:04:45 PM

tonya.grier@fultoncountyga.gov



Viewed: 9/23/2024 8:12:30 AM

Security Level: Email, Account Authentication
(None)

Signed: 9/23/2024 8:14:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 99.96.24.191

Signer Events	Signature	Timestamp
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Perry McMillon perry.mcmillon@dhs.ga.gov Director - OFSS Facilities & Support Services (OFSS) Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:  39500C3B409C48A...</div><div>Signature Adoption: Pre-selected Style Using IP Address: 71.29.228.111</div></div>	Sent: 9/23/2024 8:14:11 AM Resent: 9/23/2024 2:39:07 PM Resent: 9/23/2024 2:47:58 PM Viewed: 9/23/2024 2:50:22 PM Signed: 9/23/2024 2:50:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Christopher Apsey christopher.apsey@dhs.ga.gov Deputy CoS Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:  C21650222B58484...</div><div>Signature Adoption: Uploaded Signature Image Using IP Address: 136.55.37.43</div></div>	Sent: 9/23/2024 2:50:54 PM Viewed: 9/23/2024 6:40:43 PM Signed: 9/23/2024 6:40:46 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Lorette Mitchell lorette.mitchell@dhs.ga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/23/2024 6:40:49 PM
harold Johnson harold.johnson1@dhs.ga.gov Associate General Counsel Contract Administration (OCA) Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/23/2024 6:40:50 PM
Asia Collins asia.collins1@dhs.ga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/23/2024 6:40:51 PM Viewed: 9/24/2024 7:39:57 AM

Carbon Copy Events	Status	Timestamp
Shekithia Williams shekithia.williams1@dhs.ga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 6:40:52 PM
Helen Nichols helen.nichols1@dhs.ga.gov Purchasing Agent Procurement Services (OPS) Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 6:40:53 PM Viewed: 9/24/2024 5:42:42 AM
Erica Hamilton erica.hamilton@dhs.ga.gov Assistant Deputy Commissioner Procurement Services (OPS) Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 6:40:54 PM Viewed: 9/24/2024 5:33:30 AM
Anjie Everett Seabrum anjie.everett-seabrum@dhs.ga.gov Operations Manager - Contracts Facilities & Support Services (OFSS) Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2024 6:40:55 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2024 9:11:56 AM
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Signing Complete	Security Checked	9/23/2024 6:40:46 PM
Completed	Security Checked	9/23/2024 6:40:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Georgia Department of Human Services Enterprise Solution (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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Withdrawing your consent

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