

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES CONTRACT - AMENDMENT**

This Contract Amendment 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 Facility and Support Services (OFSS) (hereinafter the "Department" or "DHS")

Contractor's Name: Fulton County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 136 Pryor Street, SW Atlanta, GA US 30303
Contractor's FEI #: 58-6001729	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: Public	

Department Administrative Information

DHS Contract #: 42700 – 362 – 0000102127	DHS Financials Vendor ID #: 14732
Requisition #: 105745	PO #: 351318 DUNS: 133894167
NIGP Code: 95294	CFDA # (s): 93.667, 93.044, 20.513, 84.126, 10.561
<input checked="" type="checkbox"/> Amendment #: 1	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source

Summary of Contracted Services: The purpose of this amendment # 1 is to obligate funds to the contract that provides coordinated transportation services for human service agency consumers.

Expense Revenue No Cost

Total Obligation: \$65,000.00 Federal: \$65,000.00 State: \$0.00 Match: \$0.00 Other: \$0.00

Provide *immediate prior* obligation amounts:

Total Obligation: \$711,249.27 Federal: \$374,711.04 State: \$6,603.47 Match: \$19,651.76 Other: \$310,283.00

Contract Term:

Current Contract Start Date: 07-01-2021 Current Contract Expiration Date: 06-30-2022 Contract Fiscal Year: FY 2022

The start date of this amendment is 03-23-2022

The Contract is in effect through the above contract expiration date. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- AMENDMENT.** The parties hereby agree that the contract is amended as of the above amendment start date as follows:

AS READS

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301F) 3/27/97*

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

Total approved contract amount is **\$711,249.27** comprised of federal, state, and local funds as indicated below:

- Social Services Block Grant (SSBG) funds from Division of Aging Services are **\$53,706.92** which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed **\$47,262.09** (federal funds).
- 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 **\$115,190.02**. Total payments for services against these funds shall not exceed **\$115,190.02** (federal funds).



- c. Title III fund of the Older Americans Act from Division of Aging Services are **\$132,069.33** which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed **\$118,862.40**.
- 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 **\$410,283.00**. Payments for services against these funds shall not exceed **\$410,283.00**.

Total fund sources available for trips for all clients, including senior citizens, are **\$691,597.51** (state and federal). Total payments for services against these funds shall not be exceeded.

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

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. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable Federal or State laws or requirements.

- A. 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. 2 CFR §200.331 - REQUIREMENTS FOR PASS-THROUGH ENTITIES: Subrecipient Federal Grant Award Information is enclosed as an Annex when Federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.



- G. 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.
- H. 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.
- I. 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.
- J. **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 (**CFDA # 93.044**).
CFDA AUTHORIZATION AND NUMBER: Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203 Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 US Code 1397 ET seq. Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35 Jobs Training Bill, Public Law 98-8 and 473 (**CFDA # 93.667**).
CFDA AUTHORIZATION AND NUMBER: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law 110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014, Title Agriculture Improvement Act of 2018 (**CFDA # 10.561**).
CFDA AUTHORIZATION AND NUMBER: Fixing America's Surface Transportation (FAST) Act, Public Law 114-94, 49 US Code 5310 (**CFDA # 20.513**).
CFDA AUTHORIZATION AND NUMBER: Safe, Accountable, Flexible, Efficient & Transportation Equity Act: A Legacy for users (SAFETEA-LU), Title 49, Part 53, Section 5316, Public Law 109-59, 49 US Code 5317,5307, 5311 (**CFDA # 20.516**).
CFDA AUTHORIZATION AND NUMBER: Sections 100-111 and 113 of the Rehabilitation Act of 1973, as amended by Title IV of the Workforce Innovation and Opportunity Act (WIOA) (**CFDA # 84.126**).
- K. 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.
- L. Other: Refer to the Annex titled Additional Compliance Requirements for other applicable State and Federal laws, rules, regulations and standards.

IS AMENDED TO READ:



PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301F) 3/27/97*

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

Total approved contract amount is \$776,249.27 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$53,706.92 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$47,262.09 (federal funds).
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- c. Title III fund of the Older Americans Act from Division of Aging Services are \$132,069.33 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$118,862.40.
- 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 \$475,283.00. Payments for services against these funds shall not exceed \$475,283.00.

Total fund sources available for trips for all clients, including senior citizens, are \$756,597.51 (state and federal). Total payments for services against these funds shall not be exceeded.

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

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. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable Federal or State laws or requirements.

- A. 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.



Amendment # 1

- 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. 2 CFR §200.331 - REQUIREMENTS FOR PASS-THROUGH ENTITIES: Subrecipient Federal Grant Award Information is enclosed as an Annex when Federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.
- G. 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.
- H. 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.

- I. 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.
- J. **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 (**CFDA # 93.044**).

CFDA AUTHORIZATION AND NUMBER: Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203 Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 US Code 1397 ET seq. Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35 Jobs Training Bill, Public Law 98-8 and 473 (**CFDA # 93.667**).

CFDA AUTHORIZATION AND NUMBER: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law 110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014, Title Agriculture Improvement Act of 2018 (**CFDA # 10.561**).



CFDA AUTHORIZATION AND NUMBER: Fixing America's Surface Transportation (FAST) Act, Public Law 114-94, 49 US Code 5310 (CFDA # 20.513).

CFDA AUTHORIZATION AND NUMBER: Sections 100-111 and 113 of the Rehabilitation Act of 1973, as amended by Title IV of the Workforce Innovation and Opportunity Act (WIOA) (CFDA # 84.126).

- K. 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.
- L. Other: Refer to the Annex titled Additional Compliance Requirements for other applicable State and Federal laws, rules, regulations and standards.

DHS Annex G titled Subrecipient Federal Grant Award Information is deleted and replaced with Annex G titled Subrecipient Federal Grant Award Information.

- 2. **SUCCESSORS AND ASSIGNS.** This amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. **ENTIRE AGREEMENT.** Except as expressly modified by this amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.



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

CONTRACTOR EXECUTION:

Fulton County Board of Commission
Name of Contractor

DEPARTMENTAL EXECUTION:

Department of Human Services

Signature

Senior Deputy Commissioner

Date signed by Contractor

4/27/2022

Date signed by the Department

Division/Office Director

*Typed name of individual signing

Robert L. Pitts, Chairman
Chairman/Commissioner of Fulton County

Director

Office of Facilities and Support Services

Date signed by the Division/Office

**Attestor Signature

4/27/2022

Date signed by Attestor

**TONYA R. GRIER
CLERK TO THE COMMISSION**



**Attestor typed name

**Title of Attestor

*Must be Chairman or sole Commissioner

**Must be Clerk of Commission

ITEM # 22-1272 RCS 4/26/22
RECESS MEETING





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 (FY20)	Special Program for Aging – Title III, Part B – Grant for Support Services and Senior Centers	Spec Prog for Aging – Title III, Part B – Grant for Supp Svcs and Senior Center	2001GAOASS-02	10/01/2019-09/30/2021	2994315	Department of Health and Human Services Administration for Community Living	No
93.044 (FY21)	Special Program for Aging – Title III, Part B – Grant for Support Services and Senior Centers	Spec Prog for Aging – Title III, Part B – Grant for Supp Svcs and Senior Center	Not available yet	10/01/2020-09/30/2022	2994315	Department of Health and Human Services Administration for Community Living	No
93.667 (FY20)	Social Services Block Grant	Social Services Block Grant	2001GASOSR	10/01/2019-09/30/2021	G992342	Department of Health and Human Services Administration for Children and Families	No
93.667 (FY21)	Social Services Block Grant	Social Services Block Grant	Not available yet	10/01/2020-09/30/2022	G992342	Department of Health and Human Services Administration for Children and Families	No



FY2022 – Fulton County Board of Commissioners
Office of Facility and Support Services
Amendment # 1

20.513 (FY19)	Enhanced Mobility for Seniors and Individ. With Disabilities	Enhanced Mobility for Seniors and Individ. With Disabilities	GA-2018-019-00	10/01/2018-09/30/2020	5992181	Department of Transportation Federal Transit Administration	No
20.513 (FY20)	Enhanced Mobility for Seniors and Individuals With Disabilities	Enhanced Mobility for Seniors and Individ. With Disabilities	GA-2019-019-00	10/01/2019-09/30/2021	5992181	Department of Transportation Federal Transit Administration	No
84.126 (FY20)	Rehabilitation Services- Vocational Rehabilitation grant to States	Rehab Svcs – Voc. Rehab grant to States	H126A200089	10/01/2019-09/30/2020	5992181	Department of Education Special Education and Rehabilitation Services	No
84.126 (FY21)	Rehabilitation Services- Vocational Rehabilitation grant to States	Rehab Svcs – Voc. Rehab grant to States	Not available yet	10/01/2020-09/30/2021	5992181	Department of Education Special Education and Rehabilitation Services	No
10.561 (FY21)	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program Education and Training Transportation	5GA400403	10/01/2020-09/30/2021	205GA403S2520	USDA-Food and Nutrition Service	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.

Rev. 1/26/2017



FIRST AMENDMENT OF AGING SUBGRANT AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of April 2022, by and between Fulton County Board of Commissioners, (hereinafter referred to as the "Subgrantee") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2021, in which the Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set forth in said contract; and

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Section 5, Compensation, is hereby amended to read, "The total cost of the work as defined in Attachment A is \$ 648,972.00. ARC shall reimburse an amount not to exceed \$ 519,177.60 for the performance of all things for or incidental to the performance of work."
2. Attachment B, labeled "Compensation and Method of Payment," is hereby deleted in its entirety and replaced with Attachment B, labeled "Fulton Amendment 1," as attached.
3. The budget page, labeled "5310 FY'22 Budget," is hereby deleted in its entirety and replaced with the budget page, labeled "5310 FY'22 Budget- Amendment Allocation," as attached.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Subgrantee and ARC have hereunto agreed effective as of the date first above written.

ATTEST:



[Handwritten signature]

FULTON COUNTY BOARD OF COMMISSIONERS

By: *[Handwritten signature]*
 Title: *Robert L. Pitts*
 CHAIRMAN

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
 Executive Director

By: _____
 Chair

Fulton Amendment 1

**ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT CONTRACT**

ATTACHMENT B - COMPENSATION AND METHOD OF PAYMENT

I. Compensation: In no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$648,972. which includes the local match. The Subgrantee expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

The Subgrantee's invoices for payment will detail charges to be applied to each ARC Cost Center. In no event will charges applied to each Cost Center exceed the maximum amounts listed below:

ARC Cost Center	Category	Maximum Federal Amount	Match Amount
ED3	Capital		
ED4	Operations	\$519,177.60	\$129,794.40
	Totals	\$519,177.60	\$129,794.40

The Subgrantee will provide 35,222 one-way trips at a reimbursement rate of \$14.74 in federal funds per one-way trip.

II. Method of Payment: The following method of payment replaces that specified in Paragraph 5 of the Contract:

- A. Progress Payments. The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall submit to ARC an invoice for payment documenting actual costs incurred (if appropriate, add "on each Cost Center") during the invoice period. As used herein, actual costs incurred shall include direct labor costs plus all other costs authorized except the Subgrantee's fee or profit, if any. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall be numbered consecutively and submitted each month until the project is completed.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him no later than the 5th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment, including one hundred percent (100%) of the Subgrantee's fee or profit, if any, shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation (actual costs incurred, as defined above, plus one hundred percent (100%) of the profit, or Subgrantee's fee, if any) due to the Subgrantee, less the total of all previous payments made.

Subgrantee's final invoice and final narrative progress report must be received by ARC no later than ten days after the project completion date specified in Paragraph 2 in the main body of the Contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions."

VI. Financial Management System: The Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in the Common Rule.

VII. Property Management Standards. The Subgrantee certifies that its property management standards for nonexpendable personal property, as defined in the Common Rule acquired in whole or in part with funds provided by ARC through this Contract currently comply and will continue to comply with all of the standards for property management specified in The Common Rule. The Subgrantee agrees that it will abide by the procedures specified in the Common Rule governing ownership, use and disposition of nonexpendable personal property acquired in whole or in part with funds provided by ARC through this Contract.

VIII. Audits. The Subgrantee shall cause audits to be accomplished in a manner consistent with the Common Rule, OMB Circulars A-128 or A- 133 as appropriate. Copies of all of the reports resulting from said audits shall be submitted to ARC no later than 30 calendar days after they are received by the Subgrantee."

Participation by Minority Business Enterprise in Department of Transportation Programs

a. Policy. It is the policy of ARC and the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement.

b. DBE Obligation. The Subgrantee agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

Fulton County
5310 FY'22 Budget - Amendment Allocation

Provider	Cost Center	Fund Source	Allocation	Match	Federal/Payment Amount
	08.E.22.D4	Operating	648,972.00	129,794.40	519,177.60

**CRIMINAL JUSTICE COORDINATING COUNCIL
SPECIAL CONDITIONS**

SUBGRANTEE: Fulton County Board of Commissioners

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y23-8-014

SUBGRANT AWARD: \$484,313

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities, that recipients have in providing language services to LEP individuals; please see the website at <http://lep.gov>.

Initials RLP

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials RLP

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202)

616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials RYJ

4. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials RYJ

5. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

Initials RYJ

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists (O.C.G.A. § 43-39-1, et. seq).

Initials RLP

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials RLP

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials RLP

9. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials RLP

10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of

the subgrant period.

Initials RJP

11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials RJP

12. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RJP

13. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials RJP

14. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight-hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials RJP

15. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

Initials RJP

16. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Criminal Justice Coordinating Council reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.

Initials RJP

17. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved

by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Initials RJP

18. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials RJP

19. The subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

Initials RJP

20. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials RJP

21. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials RJP

22. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

Initials RLP

23. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

Initials RLP

24. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Criminal Justice Coordinating Council. The project budget and the project summary will not be established, or officially approved, until the grantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials RLP

25. The grantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials RLP

26. The grantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials RLP

27. This is a reimbursement grant. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RLP

28. The grantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing

funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials RLP

29. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the grantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials RLP

30. The grantee agrees to comply with the guidance contained in the 2023 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials RLP

31. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Criminal Justice Coordinating Council for consideration on a case-by-case basis.

Initials RLP

32. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained and managed by the Criminal Justice Coordinating Council.

Initials RLP

33. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating

Council. No waivers will be available for the 75% requirement.

Initials RJP

34. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Criminal Justice Coordinating Council that the award be rescinded.

Initials RJP

35. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council or designated entity to delinquency case information collected, managed, and stored in its JCATS or JTS database.

Initials RJP


36. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All subagreements relating to this grant shall be submitted to CJCC prior to the approval and reimbursement of any Subgrant Expenditure Reports (SERs).

Initials RJP

37. Grantee acknowledges that funds provided under this grant award is state and federally-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than October 30, 2023. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by October 30, 2023 or risk losing access to those funds.

Initials RJP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of Authorized Official:  Robert L. Pitts

Title : CHAIRMAN

Signature : 

Date : 7/26/2022



ITEM # 22-0272 ⁹ RCS 420 22
RECESS MEETING

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y23-8-014

FEDERAL FUNDS: \$ 484,313

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 484,313

GRANT PERIOD: 07/01/22-06/30/23

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal

Robert L. P. H. 7/27/2022

Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

Date Executed: 06/16/22

Robert L. P. H., CHAIRMAN

Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)



ITEM # *88-0272* RCS *4, 2022*
RECESS MEETING

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/22	9		**	Y23-8-014
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 484,313

**CRIMINAL JUSTICE COORDINATING COUNCIL
SPECIAL CONDITIONS**

SUBGRANTEE: Fulton County Board of Commissioners

PROJECT NAME: Juvenile Justice Incentive Grant.

SUBGRANT NUMBER: Y23-8-014

SUBGRANT AWARD: \$484,313

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities, that recipients have in providing language services to LEP individuals; please see the website at <http://lep.gov>.

Initials RJP

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

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3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202)

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Initials RSJ

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Initials RSJ

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Initials RLP

30. The grantee agrees to comply with the guidance contained in the 2023 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials RLP

31. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Criminal Justice Coordinating Council for consideration on a case-by-case basis.

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Initials RLP

33. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating

Council. No waivers will be available for the 75% requirement.

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34. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Criminal Justice Coordinating Council that the award be rescinded.

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35. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council or designated entity to delinquency case information collected, managed, and stored in its JCATS or JTS database.

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37. Grantee acknowledges that funds provided under this grant award is state and federally-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than October 30, 2023. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by October 30, 2023 or risk losing access to those funds.

Initials RLP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of Authorized Official: Robert L. Peltz, Chairman

Title : CHAIRMAN

Signature : [Handwritten Signature]

Date : 7/27/2020

Tonya R. Grier
TONYA R. GRIER
CLERK TO THE COMMISSION



ITEM # 22-0272 RCS 4/20/20
RECESS MEETING

Attachment A-5

State of Georgia – Criminal Justice Coordinating Council

Juvenile Justice Incentive Grant

Forms, Assurances, and Certifications

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE

Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system? If the applicant is using a commercial accounting package, attach a copy of the cover page of the run manual.

Manual Automated Combination

2. Is there a chart of accounts? If yes, please attach a copy of the chart of accounts.

Yes No

3. Are the following books of accounts maintained? Please check "yes" or "no".

Description	Yes	No
General Ledger	✓	
Project Cost Ledger	✓	
Cash Receipts Journal	✓	
Payroll Journal	✓	
Accounts Receivable Ledger	✓	
Accounts Payable Ledger	✓	
Purchase Journal	✓	

4. Does the accounting system adequately identify receipts and expenditures for each grant or contract?

Yes No

5. Does the accounting system provide for recording of expenses for each program by budget cost category?

Yes No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?

Please attach a sample of a completed time sheet.

Yes No

7. Are recording keeping duties for the receipts and the payment of cash separated?

Yes No

8. Are all accounting entries supported by documentation that gave rise to the transaction?

Yes No

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

Yes No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?

Yes

No

SECTION B: FUND CONTROL

1. Is a separate bank account maintained for grant/contract funds?

Yes

No

2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?

Yes

No

SECTION C: COMMENTS/EXPLANATIONS

SECTION D: CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

Signature Date
SOC Applicant Agency, Executive Officer

Signature Date
SOC Fiscal Agent, Financial Officer
(If fiscal agent is not the applicant agency)

NON-SUPPLANTING CERTIFICATION
Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

CERTIFICATION:

I certify that grant funds will not be used to supplant state or local funds that would otherwise be available for implementation of this grant program. I further certify that the program proposed in the grant application meets all the requirements of the applicable CJCC Request for Proposals; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of the CJCC, all applicable federal and state laws, and the above-mentioned certification should a grant be awarded.

Authorizing Official:

Signature Date
Applicant Agency Executive Officer

SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION
Applies to Local Government Entities Only

www.dca.servicedelivery.org

CERTIFICATION:

I, (County Commission Chair) Robb Pitts, certify that (County Name) Fulton County is in compliance with the Service Delivery Strategy Act (House Bill 489). I also understand that if my county is not in compliance, the county and city governments contained herein are not eligible to receive state administered financial assistance, grants, loans, or permits.

Authorizing Official:

Robb Pitts / 7/26/2022

Signature

Date

County Commission Chairperson



ITEM #

22-1272 RCS 4/20/22

RECESS MEETING

IMMIGRATION AND SECURITY FORM
Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Authorizing Official:

Signature Date
Applicant Agency Executive Officer

Firm Name:
Street/Mailing Address:
City, State, Zip Code:
Telephone Number:
Email Address:

OTHER CERTIFICATIONS
Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by CJCC funding and technology used by participants during a CJCC-funded program.
4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

Authorizing Official:

Signature Date
Applicant Agency Executive Officer

ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

Signature
Applicant Agency Executive Officer

Date



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Fulton County Board of Commissioners, 141 Pryor Street, Ste. 7001, Atlanta, GA 30303

2. Application Number and/or Project Name

Juvenile Justice Incentive Grant

3. Grantee IRS/Vendor Number

TIN# 58-6001729

4. Typed Name and Title of Authorized Representative

Robert L. Pitts, Chairman

5. Signature & Date

[Handwritten Signature]

7/26/2020



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RECESS MEETING