

**FULTON COUNTY BOARD OF COMMISSIONERS****RECESS MEETING**

June 21, 2017

10:00 AM



Fulton County Government Center  
 Assembly Hall  
 141 Pryor Street SW  
 Atlanta, Georgia 30303




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**MINUTES**


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This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

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Scheduled date for ratification: July 19, 2017

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**CALL TO ORDER:** Chairman John H. Eaves

10:00 a.m.

**ROLL CALL:** Tonya R. Grier, Interim Clerk to the Commission

John H. Eaves, Chairman (District 7, At-Large)

**PRESENT**

Liz Hausmann, Commissioner (District 1)

**PRESENT**

Bob Ellis, Vice-Chairman (District 2)

**PRESENT**

Lee Morris, Commissioner (District 3)

**PRESENT**

Vacant, (District 4)

**VACANT**

Marvin S. Arrington, Jr., Commissioner (District 5)

**PRESENT**

Emma I. Darnell, Commissioner (District 6)

**PRESENT**

**INVOCATION:** Reverend Clifton Dawkins, Jr., County Chaplain

**PLEDGE OF ALLEGIANCE:** Recited in unison.

Dick Anderson, County Manager; Patrise Perkins-Hooker, County Attorney; Jerolyn Ferrari; Deputy County Attorney; Todd Long, CSO; Tonya Grier Interim Clerk to the Commission; Edward Leidelmeijer and Denise Fraser (Commissioner Hausmann's Office); Harriet Thomas (Commissioner Morris' Office); Dorsha Dawkins (Commissioner Arrington's Office); Fred Hoffman (Commissioner Ellis' Office); Hakeem Oshikoya, Finance Director; Nikki Peterson (Clerk to the Commission Office) and Chad Carlisle (Information Technology).

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<u>ITEM #</u>	<u>SUBJECT</u>	<u>PAGE#</u>
17-0499	<u>Adoption of the Consent Agenda - (ADOPTED AS AMENDED)</u>	
17-0500	<u>Proclamations for Spreading on the Minutes. (SPREAD ON THE MINUTES UPON ADOPTION OF THE CONSENT AGENDA)</u>	
17-0501	<u>Approval of an Intergovernmental Agreement between the City of Roswell and Fulton County, Georgia for the housing of the City of Roswell inmates at the Rice Street and Alpharetta Jail Facilities at a rate of \$38.00 per inmate to be reimbursed to Fulton County. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)</u>	
17-0502	<u>Alcoholic Beverage License – Request approval for license application submitted by Balaji Food &amp; Gas Management d/b/a Peach Express #2, for the retail sale of wine and malt beverages at 4285 Roosevelt Highway, College Park, GA 30349. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)</u>	
17-0503	<u>Request approval to amend an existing contract - Clerk of Superior Court, RFP# 14RFP94020A-CC Technical Website RE-Design/Development/Hosting, in the amount of \$13,425.00 with Icon Enterprises Inc. d/b/a CivicPlus (Manhattan, KS) to provide additional website services. Effective upon BOC approval. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)</u>	
17-0504	<u>Request approval to amend an existing contract – Department of Senior Services, 16RFP02082016A-CJC, Senior Transportation Services at no additional cost with Transdev Services, Inc., (Chicago, IL) to include the Vehicle Leasing Agreement as part of the Agreement, for the use of eight (8) County vehicles. Effective upon BOC approval. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)</u>	
17-0505	<u>Request ratification of emergency purchase orders - Aging and Youth Services, Bid#11RFP79965A-CC, Aging Services in the total amount of \$3,256,625.00 with the (A) Fulton County Senior Collaborative, LLC (Atlanta, GA) in the amount of \$1,548,790.00, (B) Senior Services North Fulton, Inc. (Alpharetta, GA) in the amount of \$825,328.00, and (C) South Fulton Senior Services, Inc. in the amount of \$882,537.00 to provide Aging Services. (APPROVED)</u>	
17-0506	<u>Request approval of a Resolution to accept a donation on behalf of the Fulton County Arts and Culture Department in the amount of \$500.00 from The Woodruff Arts Center in honor of Commissioner Joan P. Garner's commitment and dedication to her constituents. It is Woodruff Arts Center's hope that this donation will honor her legacy of service and the impact she had on the Fulton County arts community. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)</u>	
17-0507	<u>Request approval to (A) accept a donation from the Atlanta Hawks Foundation, Inc., in the amount of \$47,639.29 for renovation of basketball courts at Creel Park; (B) enter into a Memorandum of Understanding (MOU) with the Atlanta Hawks Foundation, Inc. to provide for use of the donation; (C) to enter into Creel Park Court Renovation</u>	

Agreement with CBA Sports to renovate the basketball courts at Creel Park, using the donation from the Atlanta Hawks Foundation, Inc., with the County authorized to expend up to \$2,499.00 for the renovation work, (D) authorize the Chairman to execute the MOU and CBA Agreement, and (E) authorize the County Attorney to approve the form and substance of the MOU and the CBA Agreement and make any modifications, prior to execution by the Chairman. (APPROVED)

17-0508Approval of the May 2017 Refund Report. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0509Approval of the May 2017 Payment Voucher Expenditure Report. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0510Ratification of the May 2017 Grants Activity Report. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0511Request approval to set the Qualifying Fee for Fulton County Office to fill the unexpired term in the November 7, 2017 Special Election. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0512Request approval to amend an existing contract – FCIT (Fulton County Information Technology) Bid# 17ITB104198B-BR, Wireless Services and Equipment, in the amount of \$0.00 with AT&T Mobility, LLC (Atlanta, GA) to provide wireless communication services and equipment. Effective upon BOC approval. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0513Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of 100 Peachtree Street JV Owner, LLC to 100 Peachtree Property LLC for Contract # 17SC1 05576A-FB. Effective upon BOC approval. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0514Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance, to reflect the name change of SunGard Public Sector, LLC, a Florida limited liability company to Superior, LLC, a Florida limited liability company for Contract No. 16RFP103059C-CL, Computer Aided Dispatch and Records Management System Implementation. Effective upon BOC approval. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0515Request ratification of an emergency purchase order - Department of Real Estate and Asset Management, Emergency Purchase Order #17SC108279K in the amount of \$333,432.00 with Western Waterproofing Company of America (Atlanta, GA) to provide and install scaffolding and related equipment for overhead protection at the Fulton County Lewis R. Salton Courthouse for a period of three years. Effective upon approval by the BOC. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

17-0516Adoption of the Recess Meeting Agenda. (ADOPTED AS AMENDED)

## EXHIBIT 2: ALL GRANTS ACTIVITY CUMULATIVE & CURRENT PERIOD (AS OF May 31, 2017)

*Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity. Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.*

ALL GRANTS ACTIVITY						
All Grants	*Prior Period Grants Status	Prior Period Funds	Current Period Grants: 5/1/17 – 5/31/17	Current Period Funds: 5/1/17 – 5/31/17	Cumulative Total Grants	Cumulative Total Funds
Grants Pending	15	\$ 44,349,258.91	3	\$ 2,855,214.60	18	\$ 47,204,473.51
Grants Awarded	34	\$ 10,757,468.42	-	-	34	\$ 10,757,468.42
Grants Denied	11	\$ 2,116,918.10	-	-	11	\$ 2,116,918.10
Cash Match Requested-2017	-	\$ 288,895.14	-	\$ 235,963.06	-	\$ 524,858.20
<b>Total:</b>	<b>60</b>	<b>\$ 57,512,540.57</b>	<b>3</b>	<b>\$ 3,091,177.66</b>	<b>63</b>	<b>\$ 60,603,718.23</b>
<i>*Reflects status updates of grants from the previous period</i>						

ALL GRANTS AWARDED, NEW vs. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/17 – 5/31/17	Current Period Funds: 5/1/17 – 5/31/17	Cum Total Grants	Cum Total Funds
New Grant Awards	11	\$ 4,568,474.26	-	\$ -	11	\$ 4,568,474.26
Renewal/Repeat Grant Awards	23	\$ 6,188,994.16	-	\$ -	23	\$ 6,188,994.16
<b>Total Grants Awarded:</b>	<b>34</b>	<b>\$ 10,757,468.42</b>	<b>-</b>	<b>\$ -</b>	<b>34</b>	<b>\$ 10,757,468.42</b>

ALL GRANTS AWARDED, COMPETITIVE vs. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/17 – 5/31/17	Current Period Funds: 5/1/17 – 5/31/17	Cum Total Grants	Cum Total Funds
Competitive Grant Awards	32	\$ 10,506,907.03	-	\$ -	32	\$ 10,506,907.03
Formula Grant Awards	2	\$ 250,561.39	-	\$ -	2	\$ 250,561.39
<b>Total Grants Awarded:</b>	<b>34</b>	<b>\$ 10,757,468.42</b>	<b>-</b>	<b>\$ -</b>	<b>34</b>	<b>\$ 10,757,468.42</b>



FIRST AMENDMENT OF AGING SUBGRANT CONTRACT

THIS AGREEMENT is entered into as of this 1st day of November 2017, 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, 2017, 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 further 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. "Atlanta Regional Commission Distribution of Resources" is hereby deleted in its entirety and replaced with "Atlanta Regional Commission Distribution of Resources," labeled Contract AG1812.1, as attached.
2. Paragraph 5, Compensation, shall be amended to read "ARC shall pay an amount not to exceed \$2,895,783.00 for the performance of all things for or incidental to the performance of work set forth in the scope of work as defined in Attachment A."

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:



Tonya R. Grier  
Interim Clerk to the Commission (Seal)



Fulton County Board of Commissioners

By: 

Title: Bob Ellis, Vice-Chairman

ATTEST:

\_\_\_\_\_

ATLANTA REGIONAL COMMISSION

By: \_\_\_\_\_  
Executive Director

Title: \_\_\_\_\_  
Chair

**Atlanta Regional Commission Distribution of Resources, SFY2018  
Fulton County**

Service	Fund Source	Contracted					
		Units	Unit Cost	Contract Amount	Local Match	Payment Amount	Other Funds
HCBS-Case Management-Ind	HCBS - CBS SUBCONTRACTOR - 808AC1	10626	53.28	\$ 566,174.00	\$ -	\$ 566,174.00	\$ -
HCBS-Case Management-Ind	HCBS CASE MANAGEMENT - 808AC7	2411	53.28	\$ 128,475.00	\$ -	\$ 128,475.00	\$ -
HCBS-Congregate Meals-Ind	AOA NSIP - 808AU1	9163	16.42	\$ 150,450.00	\$ -	\$ 150,450.00	\$ -
HCBS-Congregate Meals-Ind	TITLE III-C1 SUBCONTRACTOR - 808AS6	47185	16.42	\$ 774,773.00	\$ 77,477.30	\$ 697,295.70	\$ -
HCBS-Home Delivered Meals-Ind	HCBS - SSBG SUBCONTRACTOR - 808AS2	11316	6.14	\$ 69,483.00	\$ 8,337.96	\$ 61,145.04	\$ -
HCBS-Home Delivered Meals-Ind	NSIP SSBG SUPPLEMENTAL - 808AU3	6445	6.14	\$ 39,573.00	\$ -	\$ 39,573.00	\$ -
HCBS-Home Delivered Meals-Ind	STATE NSIP - 808AU2	26167	6.14	\$ 160,664.00	\$ -	\$ 160,664.00	\$ -
HCBS-Home Delivered Meals-Ind	TITLE III-C2 SUBCONTRACTOR - 808AS7	51402	6.14	\$ 315,607.00	\$ 31,560.70	\$ 284,046.30	\$ -
HCBS-Homemaker-Ind	TITLE III B SUBCONTRACTOR - 808AS1	10258	19.15	\$ 196,444.00	\$ 19,644.40	\$ 176,799.60	\$ -
HCBS-Personal Care-Ind	ALZHEIMER'S SUBCONTRACTOR - 808AA2	9087	19.44	\$ 176,653.00	\$ -	\$ 176,653.00	\$ -
HCBS-Personal Care-Ind	HCBS CBS RESPITE - 808AC6	1697	19.44	\$ 32,987.00	\$ -	\$ 32,987.00	\$ -
HCBS-Personal Care-Ind	TITLE III-E SUBCONTRACTOR - 808AS3	3890	19.44	\$ 75,619.00	\$ 7,561.90	\$ 68,057.10	\$ -
HCBS-Respite In-Home Ind	HCBS CBS RESPITE - 808AC6	1401	25	\$ 35,023.00	\$ -	\$ 35,023.00	\$ -
HCBS-Transportation-Ind	TITLE III B SUBCONTRACTOR - 808AS1	8957	19.41	\$ 173,858.00	\$ 17,385.80	\$ 156,472.20	\$ -
HCBS-Case Management-Ind	Other-Non ARC funding	15888	53.28		\$ -	\$ -	\$ 846,516.00
HCBS-Congregate Meals-Ind	Other-Non ARC funding	74017	16.42		\$ -	\$ -	\$ 1,215,366.00
HCBS-Home Delivered Meals-Ind	Other-Non ARC funding	143209	6.14		\$ -	\$ -	\$ 879,302.00
HCBS-Homemaker-Ind	Other-Non ARC funding	29313	19.15		\$ -	\$ -	\$ 561,350.00
HCBS-Personal Care-Ind	Other-Non ARC funding	18512	19.44		\$ -	\$ -	\$ 359,880.00
HCBS-Respite In-Home Ind	Other-Non ARC funding	1544	25		\$ -	\$ -	\$ 38,607.00
HCBS-Transportation-Ind	Other-Non ARC funding	276682	19.41		\$ -	\$ -	\$ 5,370,402.00
		<b>Total</b>		<b>\$ 2,895,783.00</b>	<b>\$ 161,968.06</b>	<b>\$ 2,733,814.94</b>	<b>\$ 9,271,423.00</b>
Adult Day Care	Other-Non ARC	158785	12.92				\$ 2,051,506.00
Volunteer Services	Other-Non ARC	70000.00	3.35				\$ 234,593.00
Other Funds Total with Adult Day and Volunteer Services Included:							<b>\$ 11,700,777.00</b>



# Exhibit 1: Board Grants Ratification Summary

**Grants Submitted and/or Awarded  
May 1, 2017 Through May 31, 2017**

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Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

## EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

*Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."*

Grant Applications Submitted and/or Awarded May 1, 2017 Through May 31, 2017 Requiring BOC Ratification						
Dept	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
<b>ALL PEOPLE ARE SAFE</b>						
Superior Court - Clerk	Georgia Dept. of Human Resources	Child Support Service Grant	Request approval to apply and accept a repeat grant through the Georgia Department of Human Resources that will enable the court to process child support petitions, extend employment of one position and facilitate administrative items relating to child support cases. The total request is \$52,686.60, with a cash match of \$17,913.42. The grant award term is July 1, 2017 through June 30, 2018.	\$ 52,686.60	\$ 17,913.42	Pending
<b>Subtotal:</b>				<b>\$ 52,686.60</b>	<b>\$ 17,913.42</b>	
<b>ALL PEOPLE ARE HEALTHY</b>						
<b>ALL PEOPLE ARE SELF-SUFFICIENT</b>						
Aging & Youth	Atlanta Regional Commission (ARC)	Innovative Mobility Options for Seniors Project	Request approval to apply and accept a repeat grant award from the Atlanta Regional Commission to provide transportation options to seniors so that they may access to community resources, prevent isolation and enable them to eat healthier foods. The total request is \$50,000 with a cash match of \$50,151. The grant award term is November 1, 2017 through October 31, 2018.	\$ 50,000.00	\$ 50,151.00	Pending
Aging & Youth	Atlanta Regional Commission (ARC)	Home and Community Based Services Grant	Request to apply and accept a repeat grant award from the Atlanta Regional Commission to provide case management, congregate meals, home delivered meals, in-home services and transportation services to seniors. The total request is \$2,752,528.00 with a county match of \$167,898.64 to be requested in the FY 2018 budget. The grant award term is July 1, 2017 through June 30, 2018.	\$ 2,752,528.00	\$ 167,898.64	Pending
<b>Subtotal:</b>				<b>\$ 2,802,528.00</b>	<b>\$ 218,049.64</b>	
<b>ALL PEOPLE HAVE ECONOMIC OPPORTUNITIES</b>						
<b>ALL PEOPLE'S LIVES ARE CULTURALLY AND RECREATIONALLY ENRICHED</b>						
<b>ALL PEOPLE TRUST GOVERNMENT IS EFFICIENT, EFFECTIVE, AND FISCALLY SOUND</b>						
<b>TOTAL:</b>				<b>\$ 2,855,214.60</b>	<b>\$ 235,963.06</b>	

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# 17-0510





# **Exhibit 2: All Grants Activity**

## **Cumulative Through May 31, 2017**

**and**

## **Current Period (May 2017)**

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Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity. Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.



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### **Cumulative Through May 31, 2017**

**and**

### **Current Period (May 2017)**

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ALL GRANTS AWARDED, NEW vs. RENEWAL						
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ALL GRANTS AWARDED, COMPETITIVE vs. FORMULA						
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## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this 1st day of November, 2017, 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, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation through the Georgia Department of Human Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before June 30, 2018.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. The total cost of the Project, as described in "Attachment A," is \$ 100,151.00. Compensation for work and services in the performance of this contract shall not exceed \$ 50,000.00.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.
6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.
11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Manager of Aging and Independence Services as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee to the extent the Federal Government deems appropriate.

The Subgrantee 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Subgrantee, to the extent the Federal Government deems appropriate.

The Subgrantee 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.

15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee 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 ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.  
  
The Subgrantee agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that



no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.
27. Federal Changes. Subgrantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between ARC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Subgrantee's failure to so comply shall constitute a material breach of this contract.
28. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or

limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

29. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.
30. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
31. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
  - a. For all agreements:
    - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for 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 Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
    - ii. It understands that 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.

- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable 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 projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. 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.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, 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, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, 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 Concerned Funding Agencies, through ARC, 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 EPA.



- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Subgrantee 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.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
  - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
  - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$ 100,000.00 in federal financial assistance:
  - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- d. For subgrants providing transit operations:
  - i. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Subgrantee agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Subgrantee agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
  - ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or



in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Subgrantee agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Subgrantee agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Subgrantee agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Subgrantee also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- iv. Drug and Alcohol Testing. The subgrantee agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### 32. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
- d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

- 33. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the

Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

34. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
35. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.
36. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
37. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

38. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
39. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

40. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST



Tonya R. Grier  
Interim Clerk to the Commission (Seal)



ATTEST

\_\_\_\_\_  
Assistant Secretary

FULTON COUNTY BOARD OF  
COMMISSIONERS

By: Bob Ellis,



Title: Vice-Chairman

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board Chairman



Atlanta Regional Commission  
ATTACHMENT A - SCOPE OF SERVICES

I. General: The work to be accomplished by the Subgrantee is in support of the following ARC Cost Center(s):

<u>Cost Center No.</u>	<u>Cost Center Title</u>
808ED4	5310 Operations

II. Area Covered: The Subgrantee shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein, called the "planning area:"

Fulton County

III. Work and Services: The Subgrantee shall do, perform and carry out (if appropriate, add "personally"), in a satisfactory and proper manner, as determined by ARC, the following work and services:

A. Provide 10,000 one-way trips at a reimbursement rate of \$5.00 in federal funds per one-way trip

VI. Method of Performing Work: Before performing work under this contract, the Subgrantee, in each instance, shall receive prior written approval from ARC's Cognizant Center Director. The prior written approval shall specify the project to be accomplished and the maximum cost to be incurred for that project (subject to the upper limit on net cost specified in the contract). Such prior written approval shall be obtained on a project-by-project basis and reimbursement requests for work performed without prior written approval may be disallowed at ARC's discretion.

VII. Identification of Documents: The following procedure for identification of documents supersedes that outlined elsewhere in this contract.

Immediately following the inside title page of all reports, maps, and other documents completed as part of this contract, the following statement shall appear on an otherwise blank page: 'The preparation of this (insert, either report, map or document, as appropriate) has been financed in part through a subgrant via the Atlanta Regional Commission's Unified Planning Work Program from the U.S. Department of Transportation, Federal Transit Administration, under the Urban Mass Transportation Act of 1964, as amended. This report is a corrected copy as submitted by the subcontractor. The opinions, findings and conclusions expressed or implied in this report are those of the subcontractor. They are not necessarily those of the Federal Transit Administration or the U.S. Department of Transportation.' The subcontractor shall include the provisions of this paragraph in any subcontract executed in connection with the contract.

The subcontractor agrees that five (5) draft copies of all such documents shall be submitted to ARC for review and comment by ARC and by the FTA prior to final publication by the subcontractor. Such submission shall be accomplished in accordance with Chapter III, Section B.7. of FTA's External Operation Manual dated August, 1972.



Atlanta Regional Commission  
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 \$50,000.00. 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 No.	Includes 'Scope of Service' Subpara- graph Numbers	Maximum Amount	Local Match Amount
808ED4	A	\$50,000.00	\$50,151.00
<b>TOTAL</b>		<b>\$50,000.00</b>	<b>\$50,151.00</b>

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 10th 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.

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.

## EXHIBIT B-1

**Subcontractor:** Fulton County Board of Commissioners

**Contract Period:** November 1, 2017 - June 30, 2018

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### RESOURCE CATEGORIES

FTA 5310 Operating Funds	\$	50,000.00	808ED4
FTA 5310 Operating Local Matching Funds	\$	50,151.00	808ED4 Match
Total	\$	<u>100,151.00</u>	

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### EXPENDITURE OBJECT CLASS CATEGORIES

	<u>Approved Budget Amount</u>
One-Way Trips	\$ <u>100,151.00</u>
	\$ <u>-</u>
	\$ <u>-</u>
	\$ <u>-</u>
	\$ <u>-</u>
	\$ <u>-</u>
	\$ <u>-</u>
TOTAL	\$ <u>100,151.00</u>

## CONTRACTOR/VENDOR INFORMATION

Legal name & address  
of entity:

Fulton County Board of Commissioners  
141 Pryor Street – Atlanta, Georgia 30303

*If different from above-*  
*Legal name of Payee:*  
*Payment Address:*

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation/C-Corp LLC/S-Corp LLC | <input type="checkbox"/> Individual/Sole-Proprietor/Single Member LLC |
| <input type="checkbox"/> Partnership/LLC Partnership/LLP   | <input type="checkbox"/> Government: Federal/State/Local/Authority    |
| <input type="checkbox"/> Non-Profit: 501(c)(3)/501(c)(4)   | <input type="checkbox"/> Other: (describe) _____                      |

(Federal) Employer Identification Number: 58-6001729

OR

Social Security Number (for an individual): \_\_\_\_\_

Is this contractor/vendor an attorney/law firm? YES ☐ NO ☒

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES ☐ NO ☐

E-verify Status: ☐ Registered: E-verify Number 51423 DUNS Number \_\_\_\_\_  
☐ Not Registered

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES ☐ NO ☐

Minority or Women Business Enterprise under 49 CFR Part 23? YES ☐ NO ☐

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES ☐ NO ☐

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: Bob Ellis,

Title: Vice-Chairman

  
Tonya R. Grier

Interim Clerk to the Commission (Seal)

Signature: Bob Ellis

Date: \_\_\_\_\_



## Security and Immigration Compliance Affidavits

### 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 (Atlanta Regional Commission) 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

Senior Services

Name of Project

Senior Services Department

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

B. E. Elin

Signature of Authorized Officer or Agent

Kenn Vanhooose, Division Manager, Fulton County Office of Aging

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 29 DAY OF November, 2017.

Dawn Johnson  
NOTARY PUBLIC

My Commission Expires:

July 24, 2018

Tonya R. Grier

Tonya R. Grier

Interim Clerk to the Commission (Seal)

Clarified Version 1/5/2015-agb

ITEM # 17-0510 RCS 06/21/2017  
RECESS MEETING



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

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 proposed for debarment under 45 CFR Part 76, 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.

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 meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, 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.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any persons 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

Bob Ellis

, Vice-Chairman

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

*Bob Ellis*

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

REV ARC 05/08

Tonya R. Grier

Interim Clerk to the Commission (Seal)

ITEM # 17-0510  
RECESS MEETING

RCS 26 / 21 / 2017

## SUBCONTRACTOR APPROVAL FORM

*ARC Grantee shall submit the following form with contract documents and certificates. ARC reserves the right to approve of all subcontracts. Submit additional pages as necessary. New subcontracts obtained throughout the year require additional submissions.*

Grantee: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Grant Term: \_\_\_\_\_ Grant Total: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract- Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Total: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**STATE OF GEORGIA  
DEPARTMENT OF HUMAN SERVICES**

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 Division of Child Support Services (hereinafter the "Department" or "DHS")

Contractor's Name: (hereinafter the "Contractor") Fulton County Clerk of Superior Court	Contractor's Address: 136 Pryor Street SW, C-155 Atlanta, GA 30303
Contractor's FEI #: 58-6001729	Contractor's FY End Date: 06/30
Contractor's Entity Type: Public	

**Department Administrative Information**

DHS Contract #: 42700-401-0000059300 Requisition #: 0000059300	Sub-recipient Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If Y, DUNS #: N/A Vendor <input checked="" type="checkbox"/> N <input type="checkbox"/>
DHS (state) Financials Vendor ID #: 14732	CFDA #(s): 93.563
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew:
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Clerk of Court Docket Services	

Expense ☒ Revenue ☐ No Cost ☐

☒ Total Obligation: \$52,686.54 Federal: \$34,773.12 State: \$0.00 Match: \$17,913.42 Other: \$0.00

**Contract Term:**

☒ Initial Contract Start Date: 07/01/2017 Contract Expiration Date: 06/30/2018 Contract Fiscal Year: FY2018

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

Department of Human Services  
Division of Child Support Services  
Attn: Shannon Owens, Contracts and Grants Manager  
Address: 1526 E Forrest Avenue, Suite 300  
City, State, Zip: East Point, GA 30344  
Telephone: 404 559-4053  
Email: [dcss-contracts-grants@dhs.ga.gov](mailto:dcss-contracts-grants@dhs.ga.gov)

Department of Human Services,  
Division of Child Support Services  
Attn: Tamisha Jones, Contract Compliance Specialist  
Address: 2 Peachtree St., NW, 20-273  
City, State, Zip: Atlanta, GA 30303  
Telephone: 404 657-3880  
Fax: 404-657-4082  
Email: [dcss-contracts-grants@dhs.ga.gov](mailto:dcss-contracts-grants@dhs.ga.gov)

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

Fulton County Clerk of Superior Court  
Attn: Cathelene Tina Robinson  
Address: 136 Pryor Street SW, C-155  
City, State, Zip: Atlanta, GA 30303  
Telephone: 404 612-6633  
Fax: 404 224-3542  
Email 1: [cathelene.robinson@fultoncountyga.gov](mailto:cathelene.robinson@fultoncountyga.gov)  
Email 2: [tina.robinson@fultoncountyga.gov](mailto:tina.robinson@fultoncountyga.gov)

Fulton County Clerk of Superior Court  
Attn: Marla Robinson, Chief Deputy Clerk  
Address: 136 Pryor Street SW, C-155  
City, State, Zip: Atlanta, GA 30303  
Telephone: 404 612-1514  
Fax: 404 612-3003  
Email 1: [marla.robinson@fultoncountyga.gov](mailto:marla.robinson@fultoncountyga.gov)  
Email 2: [reginald.starling@fultoncountyga.gov](mailto:reginald.starling@fultoncountyga.gov)

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

Fulton County Clerk of Superior Court  
Address: 136 Pryor Street SW, C-155  
City, State, Zip: Atlanta, GA 30303



STATE OF GEORGIA  
DEPARTMENT OF HUMAN SERVICES  
CONTRACT

**SECTION I GENERAL CONTRACT PROVISIONS**

**PARA #101 CONTRACT DEFINED:**

(101) 04/01/13

The following words shall be defined as set forth below:

"Contract" means the agreement between the Department and the Contractor as defined by the Department of Human Services Contract Form and its incorporated documents, including the Department of Human Services Contract Form, 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 Form to contract with the Contractor for the Services identified.

"Department of Human Services Contract Form or DHS Contract Form" means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, and any mutually agreed upon amendments, renewals, or extensions. The DHS Contract Form may be referred to separately throughout the Contract as a means of identifying the location of certain information. An Administrative Addendum to the DHS Contract Form issued by the Department may be executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract, and will be incorporated herein. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"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 any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, (responsibilities and obligations pursuant to this Contract will be performed by the Department's Division/Office and by the sub-unit and individuals identified in the Department of Human Services Contract Form), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (OCGA), § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

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 a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

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.

**PARA #102 PERIOD OF CONTRACT:**

(102) 04/01/13

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract Form unless terminated earlier in accordance with the applicable terms and conditions.

**PARA #103 EXTENSION:**

(104) 04/01/13

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 the Services, 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.

**PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:**

(105B) 03/01/14

**A. Contact Information:**

The mailing addresses, contact persons, and contact information listed in the Department of Human Services Contract Form 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 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 days (30) of such change.

C. Contract Service Delivery Sites:

This Contract involves the service delivery site(s) indicated in the Annex titled Service Delivery Sites. 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.

**PARA #105 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:**

(106A) 04/01/13

- 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, handicap, 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, handicap, 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. 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.

**PARA #106 CONFIDENTIALITY:**

(107) 03/09/16

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 subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

**PARA #107 FUNDING:**

(112) 01/06/16

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.

**PARA #108 CONFLICT OF INTEREST:**

(113A) 03/09/16

The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-28, as amended, 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.

**PARA #109 CONTRACT MODIFICATION/ALTERATION:**

(114) 01/01/15

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the DHS Contract Form 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.

**PARA #110 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:**

(115) 05/01/17

In the event of default by the Contractor, DHS shall provide written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within the period of time specified in DHS' written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the period of time specified in the written notice, then DHS may:

- A. Immediately terminate this Contract without additional written notice; and/or
- B. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor including without limitation offsetting amounts owed by DHS to the Contractor by such charges; and/or
- C. Enforce the terms and conditions of this Contract and seek any legal or equitable remedies.

**PARA #111 TERMINATION:**

(116) 04/01/13

- 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, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. 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 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 60 days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon 30 days prior written notice to the Contractor.
- D. Notwithstanding any other provision of this Contract, this Contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
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.

**PARA #112 COOPERATION IN TRANSITION OF SERVICES:**

(117) 01/01/15

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 by the Department. This will include, but not be limited to, the transfer of the 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.

**PARA #113 FORCE MAJEURE:**

(118) 01/06/16

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.

**PARA #114 ACCESS TO RECORDS AND INVESTIGATION:**

(119) 04/01/13

- 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.



**PARA #115 COLLECTION OF AUDIT EXCEPTIONS:**

(120) 03/09/16

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

**PARA #116 DEPARTMENT APPROVAL OF SUBCONTRACTS:**

(121A) 04/01/13

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution. The Contractor/Board specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor/Board will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor/Board 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 delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

**PARA #117 CONSULTANT/STUDY CONTRACT:**

(123) 03/10/16

- 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.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

**PARA #118 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:**

(127) 01/01/15

- 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 has 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.

**PARA #119 DRUG-FREE WORKPLACE:**

(128) 01/01/15

- 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 Code § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
  - 1. The Contractor has made false certification hereinabove; or
  - 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3 as applicable to entities or 50-24-4 as applicable to individuals.

**PARA #120 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:** (137A) 03/10/16

- A. Pursuant to 31 US Code 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, Section 1352 of Public Law 101-121, the Contractor agrees that 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.
- 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.

**PARA #121 CRIMINAL HISTORY INVESTIGATIONS:**

(138A) 04/01/13

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
1. Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
  2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #122 AIDS POLICY:**

(139) 03/10/16

- 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 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.

**PARA #123 DEBARMENT:**

(140) 04/01/13

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, 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.

**SECTION II TERMS AND CONDITIONS:**

**SECTION II**

**PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:**

(201) 08/07/15

The Department has a need for and desires the services/deliverables described in the Annex A, titled 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 C, titled Payment Provisions:

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301E) 03/10/16

The total approved budget for this Contract is \$52,686.54, and payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:

- A. July 1 through September 30 -- Reimbursement for this period will not exceed \$13,171.62. Any excess funds can be used for expenses through the remainder of the contract period.
- B. October 1 through June 30 -- Reimbursement for this period will not exceed \$39,514.92, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total contract reimbursement for expenses shall not exceed \$34,773.12.

**PARA #302 USE OF CERTIFIED COST/IN-KIND MATCH:**

(302A) 09/23/16

The Contractor agrees to furnish certified cost/cash contribution or in-kind match of \$ 17,913.42 which represents 34% of the total cost of this Contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly at not less than the above-stated percentage of the total contract expenditures claimed for reimbursement. Reimbursement by DHS of federal, state, and other funds will be prorated in direct percentage proportion to the certified cost/cash contribution and/or in-kind match values established in the Contractor accounting records and reported to the Department on the required expenditure report. 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.

**PARA #303 BUDGET LIMITATION:**

(304A) 03/10/16

The line items within the budget or total contract dollars may not be exceeded. Exceeding a line item will be a basis for audit disallowance.

**PARA #304 EXPENDITURE REPORT SUBMISSION:**

(305A) 03/10/16

The Contractor agrees to submit a monthly expenditure report not later than the 10<sup>th</sup> working day following the end of each month. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than 45 days following the contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this Contract in the Annex C, titled Payment Provisions.



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

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

(401) 02/23/16

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 74; 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. Advance federal agency approval of cost: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.

- F. The federal cost principles for determining allowable costs for this Contract are: 2 CFR 200.416 for contracts with state and local governments.

- G. Fair Labor Standards Act of 1938, as amended.

- H. When federal funds are included in the Contract, Contractor/Sub recipient shall adhere to the Procurement Standards as set forth in 2 CFR §200.318 through §200.331.

- J. 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 section 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 section 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.

- K. Social Security, Title IV, Part D, 42 U.S.C 1673-6103-6. (CFDA #93.563)



- L. 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.

**PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:**

(402C) 06/01/17

Contractor agrees to provide within 180 days after the close of the Contractor's fiscal year, one (1) copy of the audit or annual report required of local governments by Section 36-81-7 of the Official Code of Georgia Annotated and one (1) copy of the additional reports, statements, schedules and forms, to the:

Director, Internal Audits  
DHS Office of Inspector General  
Room #30.450  
Two Peachtree Street, N.W.  
Atlanta, Georgia 30303-3142  
Or email to [Audits@dhs.ga.gov](mailto:Audits@dhs.ga.gov)

Contractor understands that failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments or to terminate this Contract.

**PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):**

(403) 04/01/13

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 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.

**PARA #404 ENTIRE UNDERSTANDING:**

(404) 03/05/08

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:**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 03/10/16

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

Annex A	Scope of Services with Plan of Cooperation
Annex B	Debarment Certification
Annex C	Payment Provisions
Annex D	Business Associate Agreement
Annex E	Notice Concerning Critical Incident Reporting Signage
Annex F	Federal Tax Information Business Association Agreement

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

FULTON COUNTY CLERK OF SUPERIOR COURT

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. \_\_\_\_\_, Page No. \_\_\_\_\_, of the official minutes of the Commission of FULTON County.

CONTRACTOR EXECUTION:

*John A. Eaves*

Signature

*7-31-17*

\*\*\*Date signed by Contractor

John Eaves

\*Typed name of individual signing  
Chairman, Commission of

FULTON County

DATE:

*Tonya R. Grier*

Attestor's signature

Tonya R. Grier  
Interim Clerk to the Commission (Seal)

\*\*Title of Attestor



DEPARTMENTAL EXECUTION:

Department of Human Services

Robyn A. Crittenden  
Commissioner

Date signed by the Department

Division/Office Director

Signature

Date signed by Department

\*Must be Chairman or sole Commissioner.

\*\*Must be Clerk of Commission.

ITEM # 17-0510 RCS 06/21/2017  
RECESS MEETING

SCOPE OF SERVICES

- 1. Scope of Services
- 2. Plan of Cooperation



## SCOPE OF SERVICES

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
  - A. The Contractor agrees to accept and fulfill its responsibilities as set forth in the Plan of Cooperation, and is by reference made a part of this contract and attached hereto.
  - B. The Contractor further agrees to:
    1. Certify that two (2) employees will be employed to perform duties related to the processing of legal documents and the handling of administrative items relating to child support for Fulton County. The Employee Certification forms are attached to this contract as an Annex.
    2. Ensure that legal documents uploaded by DCSS will be processed within one (1) business day of receipt. Contractor will follow the required laws and regulations related to legal court filings.
    3. Provide updates to the FCCLK electronic database and website. (Fulton County Clerk judicial records).
    4. Provide civil action numbers.
    5. Ensure that the assignment to the Division/Judge is the same as the underlying order judge assignment.
    6. Provide access for five (5) DCSS staff members to the FCCLK electronic database to allow printing of filed documents; or provide certified copies of documents for pick up no later than two (2) business days after request if the document is available on-line. If the document is unavailable on-line, provide certified copies of documents within five (5) business days
    7. Develop and maintain training material for use in training Child Support Clerks.
    8. Ensure that all e-filing issues within the domain of the Clerk's Office be resolved within two (2) business days.
    9. Provide an invoice and an accompanying brief monthly programmatic report in narrative form to highlight issues and resolutions with Clerk's contracted staff and with e-filing.
- II. The Department will provide the following in accordance with the terms and conditions of the Contract:
  - A. Ensure that all appropriate documents are attached to legal filings in the E-filing system.
  - B. Deliver and wait for filing of motions and incarceration orders at the Clerk's office. Orders secured in court must be e-filed in court to the Clerks' office within 2 business days of the time the judges sign. Originals will be sent to the Clerk.
  - C. Upon receipt of a stamp-filed copy of an incarceration orders, deliver these to the Sheriff's office or as directed by the Sheriff's Department.
  - D. Ensure a DHS request form is used whenever a certified copy of any document is requested.
  - E. Assign a contract monitor to review all categories listed to ensure compliance.

## PLAN OF COOPERATION

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### **Reporting**

A statistical report and a narrative end-of-month report shall be submitted to DCSS by the fifth working day of the following month, using DCSS reporting formats. Any other reports requested by DCSS shall be submitted in accordance with given timeframes.

### **Confidentiality**

The Office of the District Attorney shall comply with the Federal and State law regarding confidentiality of all case related information.

### **Statutory Authority**

It is recognized that the Office of the District Attorney has the primary responsibility of using appropriate legal means to enforce the obligation of parents to support their minor children in the State of Georgia. Further, it is understood that the Office of the District Attorney will undertake enforcement of that obligation pursuant to the Child Support Recovery Act, the Georgia Administrative Procedure Act, and with respect to interstate cases, in accordance with the Uniform Interstate Family Support Act. Nothing in this Plan of Cooperation or the Agreement for Child Support Services and activities shall be construed so as to supplant, undermine, diminish, contravene, or circumvent such responsibilities as provided by Georgia law.

### **Independent Contractor**

Nothing contained in this Agreement shall be construed to constitute the Office of the District Attorney or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department of Human Services, nor shall either party to this agreement have the authority to bind the other in any respect, it being intended that each shall remain an Independent contractor.

### **Employee Recognition**

All of the Office of the District Attorney will participate in the State of Georgia's Right Work Right Way program.

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.

CHAIRMAN

JL H.E.

7-31-17

Name and Title of Authorized Representative

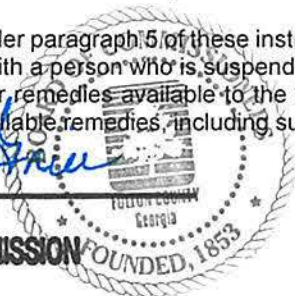
Signature

Date

INSTRUCTIONS FOR CERTIFICATION

- By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).
- 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.
- 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.

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



ITEM # 17-0510 RCS 06/21/2017  
RECESS MEETING

PAYMENT PROVISIONS

- 1. Contract Budget
- 2. Monthly Expenditure Report



Contract# \_\_\_\_\_

GEORGIA DEPARTMENT OF HUMAN RESOURCES  
Division of Child Support Services  
Proposed Personal Services

FULTON  
County

LIST NAMES OF EMPLOYEES	TITLE	BASE GROSS SALARY	PROPOSED EXPENDITURE		
			1ST QTR.	2ND-4TH QTRS.	TOTAL ANNUAL
Detrius McCall	Senior Court Clerk, COSC	\$36,385.96	\$ 9,096.50	\$ 27,289.50	\$ 36,385.00
Regular Salaries-County Employees			\$9,096.50	\$27,289.50	\$36,386.00
FICA			\$695.73	\$2,087.20	\$2,782.93
RETIREMENT-EMPLOYEE CONTRIDUCTION			\$1,808.15	\$5,424.47	\$7,232.62
INSURANCE (Health) Employee Contribution			\$1,125.27	\$3,375.83	\$4,501.10
INSURANCE (Disability) Employee Contribution			\$45.52	\$136.57	\$182.09
INSURANCE (Life) Employee Contribution			\$54.63	\$163.89	\$218.52
INSURANCE (Workers Comp) Employee Contribution			\$181.93	\$545.79	\$727.72
INSURANCE (DentaJ) Employee Contribution			\$163.89	\$491.67	\$655.56
TOTAL (Quarterly agreed and budgeted amounts) ..... >			\$ 13,171.62	\$ 39,514.92	\$ 52,686.54

ANNEX C

OFFICE OF CHILD SUPPORT SERVICES  
FULTON COUNTY  
CONTRACT BUDGET SUMMARY

Fulton  
County

\_\_\_\_\_  
Contract Number

PROPOSED EXPENDITURES:

ACCOUNT	1ST QTR.	2ND_4TH QTRS.	TOTAL ANNUAL
Personal Services	\$13,171.62	\$39,514.92	\$52,686.54
<b>TOTAL</b>	<b>\$13,171.62</b>	<b>\$39,514.92</b>	<b>\$52,686.54</b>

COMMENTS:

Personal Services reimbursements are based upon a Time Certification attached as ANNEX .

Person Preparing Form Reginald Starling

Telephone No.: 404-612-5476

I certify that this is an accurate representation of the anticipated resources and expenditures of the above designated county for the period indicated. I further certify that federal, state and any county matching funds included herein shall be expended in accordance with applicable state, federal and local law and regulations.

Signed 

Date **2** **1** **11**

Title: Administrative Coordinator II

Forward all pages to:

DIVISION OF CHILD SUPPORT SERVICES  
ATTN: Tamisha Jones  
Two Peachtree St Suite 20-273  
Atlanta, GA 30303

Georgia Department of Human Services  
DIVISION OF CHILD SUPPORT SERVICES  
EXPENDITURE REPORT

<u>(Month-Year)</u>	<u>(Circuit)</u>	<u>(Contract #)</u>
<b>A. PERSONAL SERVICE</b>		
1. Regular Wages.....		\$ _____
a. No. Part-Time Employees.....		\$ _____
2. FICA.....		\$ _____
3. Retirement-Employer Contribution.....		\$ _____
4. Insurance (Health)-Employer Contribution.....		\$ _____
5. Insurance (Disability)-Employer Contribution.....		\$ _____
6. Insurance (Life)-Employer Contribution.....		\$ _____
7. Insurance (Workers Compensation)-Employer Contribution.....		\$ _____
8. Insurance (Dental)-Employer Contribution.....		\$ _____
<b>TOTAL.....</b>		\$ _____
<b>B. TRAVEL</b>		
IVD-Related Travel.....		\$ _____
<b>C. COMPUTATION</b>		
1. Total Expenditures Subject to Federal Participation.....		\$ _____
2. Adjustment (+ or -) Per Attached Audit Statement.....		\$ _____
3. Adjusted Expenditures for Month.....		\$ _____
4. Reimbursement Requested (66%).....		\$ _____

**CERTIFICATION:** I certify that the expenditures as specified above were made for expenses incurred under the terms and conditions of the Agreement between \_\_\_\_\_ County and DCS; that payment has been made for all expenditures so specified; that supporting records are on file in this office; and, that records will be retained and made available for State and Federal audit.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Authorized Official)

Mailing Address: \_\_\_\_\_

Who Prepared Report: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

PROCESSED \_\_\_\_\_ RECEIVED (OFFICE OF FINANCIAL SERVICES)

FOR STATE DATE \_\_\_\_\_  
Division of Child Support Services

USE ONLY DATE \_\_\_\_\_  
Approved (Submitted to OFS) \_\_\_\_\_ Approved (Subject to Audit) \_\_\_\_\_

**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 Clerk of Superior Court** (hereinafter referred to as "Contractor") as an annex to **Contract No. 42700-401-0000059300** between DHS and Contractor. 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, 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 ("PHI") 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 Attachments [BAA Exhibit Listing] -1 and [BAA Exhibit Listing]-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 Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment [BAA Exhibit Listing] -1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment [BAA Exhibit Listing] -1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment [BAA Exhibit Listing] -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 Attachment [BAA Exhibit Listing] -2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Attachment [BAA Exhibit Listing] -2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security 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:
    - Harold Johnson  
HIPAA Privacy Officer, Office of General Counsel  
[Harold.Johnson@dhs.ga.gov](mailto:Harold.Johnson@dhs.ga.gov)  
404-651-6602
    - Randy Coleburn  
DHS Chief Information Security Officer  
[Randy.Coleburn@dhs.ga.gov](mailto:Randy.Coleburn@dhs.ga.gov)  
404-651-9876

B. At Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 [BAA Exhibit Listing] -1 and [BAA Exhibit Listing] -2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS's 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;
  - ii. the inadvertent disclosure of PHI from a person designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -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 Protected Health Information 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 Protected Health Information 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 Protected Health Information.



Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, 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 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's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency 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's 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's reasonable request and not more frequently than once per quarter, report to the DHS Agency 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 Protected Health Information 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 Protected Health Information 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.

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 HIPAA Privacy and Security 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's 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's 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 HIPAA Privacy and Security 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's 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. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.
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.
- A. **Termination for Cause.** Upon DHS's 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.**

*(Signatures on next page)*



**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 Clerk of Superior Court**

BY:

SIGNATURE

DATE

Clerk of Superior and Magistrate Court

TITLE\*

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

**ATTACHMENT L-1****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. **If this is not applicable please mark the first line below with N/A:**

- N/A
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

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 Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to DHS Project Leader Contact.

## ATTACHMENT L-2

**Part 1:**

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

ch

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?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator [Harold.Johnson@dhs.ga.gov](mailto:Harold.Johnson@dhs.ga.gov) and [Randy.Coleburn@dhs.ga.gov](mailto:Randy.Coleburn@dhs.ga.gov) immediately, but at least within 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 Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.

**Nathan Deal**  
Governor



**Robyn A. Crittenden**  
Commissioner

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

**Department of Human 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:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: [inspectorgeneralhotline@dhs.ga.gov](mailto:inspectorgeneralhotline@dhs.ga.gov)

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,  
scroll to “Office of Inspector General” and click “online form”

Address: 2 Peachtree Street, NW, Suite 30.450  
Atlanta, Georgia 30303-3142



**FEDERAL TAX INFORMATION BUSINESS ASSOCIATE AGREEMENT  
GEORGIA DEPARTMENT OF HUMAN SERVICES**

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

**WHEREAS**, DHS is required by the Internal Revenue Service Publication 1075 ("IRS Pub 1075"), to obtain satisfactory assurances that its contractors will provide appropriate safeguards to ensure the security, confidentiality and integrity of Federal Tax Information ("FTI") comprised of "Taxpayer Return Information" (as defined in 26 U.S.C. 6103(b)) that a contractor may receive or create on behalf of DHS pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of FTI;

**WHEREAS**, Business Associate may provide functions, activities, or services involving the use of FTI;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the IRS Pub 1075, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

**1. DEFINITIONS**

- 1.1 "Inspect," "Inspection," "Return," and "Return Information" shall have the respective meanings given such terms by section 26 U.S.C. 6103(b); however, with respect to "Return" and "Return Information" (and as such terms are used in connection with the definitions of "Inspect", "Inspection", and "Taxpayer Return Information"), shall be limited to "Return" and "Return Information" information/data that Contractor may receive or create on behalf of DHS pursuant to this Contract.
- 1.2 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the IRS Pub 1075, including without limitation those set forth by Internal Revenue Code, 26 U.S.C. § 6103.

**2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**2.1. PERFORMANCE**

In performance of this contract, in connection with contractor's use and disclosure of any FTI, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's personnel
- (2) Any Return or Return Information made available in any format shall be used only for the purpose of carrying out the provisions of this contract or as otherwise required by applicable law, rule or regulation. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract or otherwise permitted hereunder. Disclosure to anyone other than an officer or personnel of the contractor or permitted subcontractor, or as otherwise required by applicable law, rule or regulation, will be prohibited.

- (3) All Returns and Return Information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor confirms that the FTI processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility promptly upon completion of the project, and no FTI output will be retained by the contractor at the time the work is completed. If immediate purging of FTI all such data storage components is not possible or reasonably practicable, the contractor confirms that any FTI remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency or his or her designee upon written request. When this is not possible or reasonably practicable, or upon completion of the project when no such request is made, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts containing FTI, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used confirmation of such destruction upon written request.
- (6) All computer systems processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational, and technical controls, and such features must be available and activated to protect against unauthorized use of and access to FTI.
- (7) No work involving FTI furnished under this contract will be subcontracted without prior written approval of DHS.
- (8) The contractor will maintain a list of personnel who will have authorized access to FTI in performing the services. Such list will be provided to the agency upon written request and, the agency may provide such list to the IRS reviewing office if required by law to do so.
- (9) The agency will have the right to void the contract in accordance with the termination provisions of the contract if the contractor fails to provide the safeguards described above in breach of this Agreement.

## **2.2. CRIMINAL/CIVIL SANCTIONS:**

- (1) Each officer or employee of the contractor to whom returns or return information is to be disclosed will be notified by the contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of the contractor to whom returns or return information is to be disclosed by the contractor shall be notified by the contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform such officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

### 2.3. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives effective the date and year first above written.

For the Contractor:

By: Cathelene Robinson

Clerk of Superior and Magistrate Court

Title

Date Signed by Contractor

July 24, 2017

Department of Human Services:

Robyn A. Crittenden,  
Commissioner

Date Signed by the Department