

**Form 2: 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 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).

Fulton County Government

NAME OF APPLICANT

*Robert L. Bitts*

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

*Robert L. Bitts*

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ARC Contract AG2507

AWARD NUMBER and/or PROJECT NAME

*Chadman*

TITLE OF AUTHORIZED REPRESENTATIVE

*7/18/2024*

DATE

# Form 1: CONTRACTOR/VENDOR INFORMATION

Legal name & address  
of entity:

Fulton County Government

141 Pryor Street

Atlanta, GA 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):

☐

Corporation/C-Corp LLC/S-Corp LLC

☐

Individual/Sole-Proprietor/Single Member LLC

☐

Partnership/LLC Partnership/LLP

☒

Government: Federal/State/Local/Authority

☐

Non-Profit: 501(c)(3)/501(c)(4)

☐

Other: (describe)

(Federal) Employer Identification Number: 586001729

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 j3y1xyzyufq5 DUNS Number 133894167  
☐ 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.

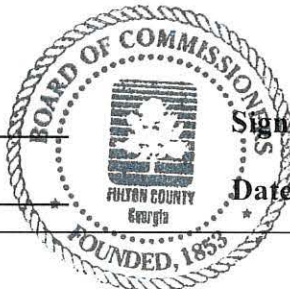
Certified true and correct:

Name:

Robert L. Pratt

Title:

Chairman



Signature:

Robert L. Pratt

Date:

7/18/2024



**Form 3: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT  
AFFIDAVIT CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

j3y1xyzuq5  
EEV / E-Verify™ Company Identification Number

7/08/2024  
Date of Authorization

Fulton County Gov.  
Company Name

[Signature]  
Signature of Authorized Officer or Agent

CHAIRMAN  
Title of Authorized Officer or Agent

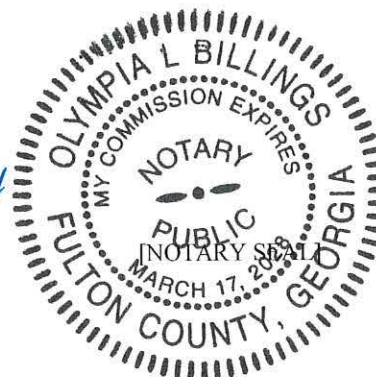
Robert L. Peltz  
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

11 DAY OF July, 2024  
[Signature]  
Notary Public

My Commission Expires: 3/17/2028



ITEM # 24 0411 SRM 6 26 24  
SECOND REGULAR MEETING

## AGING SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the **1<sup>st</sup> day of July 2024**, by and between FULTON COUNTY BOARD OF COMMISSIONERS on behalf of Fulton County, Georgia (hereinafter referred to as the "Subgrantee") and ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage 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 Government through the Georgia Department of Human Services ("GDHS") (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the "Concerned Funding Agencies"); and

WHEREAS, 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 Subgrantee. ARC hereby agrees to engage Subgrantee and Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this Agreement, nor act of Subgrantee or act of ARC in the performance of this Agreement shall be construed as constituting Subgrantee as an agent, servant, or employee of ARC. Neither party to this Agreement shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
3. Scope of Services. 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, Scope of Services, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale Counties), as further specified in Attachment A hereto.
4. Time of Performance. The effective date of this Agreement is **July 1, 2024**. 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, 2025**. Due dates in this Agreement are based on calendar days. If any due date falls on Saturday, Sunday, or ARC holiday, then the due date shall be the next ARC business day. This Agreement shall be bound by the terms dictated in the Notice of Funding Availability.
5. Compensation. Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation, attached hereto and made a part hereof. The total cost of the work as defined in Attachment A is **\$3,547,643.69**. ARC shall reimburse an amount not to exceed **\$3,307,403.27** for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by Subgrantee as mandatory matching funds under the requirements of this Agreement.
6. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Subgrantee (executor) and ARC's Executive Director. However, Subgrantee's executor and ARC's Executive Director shall each have the right to designate, in writing to the other, an agent to act on his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.
7. ARC's Designated Agent. According to Paragraph 6 above, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations regarding this Agreement.



8. Approval of Subcontracts. None of the work or services to be performed under this Agreement by Subgrantee shall be subcontracted without the prior written of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent for review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, Subgrantee shall provide ARC with such documentation as requested and required regarding the method Subgrantee used in selecting the subcontractor. Subgrantee acknowledges that if work or services performed pursuant to 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. Subgrantee agrees to abide by such regulations in its selection process.
9. Prompt Payment and Retainage. Subgrantee agrees to pay each subcontractor under this Agreement, for satisfactory performance of its contract, no later than thirty (30) days from the receipt of each payment Subgrantee receives from ARC. Subgrantee further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's 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.

Any subgrantee found not to be in compliance with this Paragraph 9, 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.
10. Reports. Subgrantee shall furnish ARC with monthly report submissions, verifications, and signature forms, in such form as may be specified by ARC, describing the work accomplished by Subgrantee.
11. Financial Reports. In addition to other records required by this Agreement, 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.
12. Review and Coordination. To ensure adequate assessment of Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. Subgrantee may be required to meet with designated representatives of ARC or the Concerned Funding Agencies to review such work and services. Reasonable notice of such review meetings shall be given to Subgrantee.
13. 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. All reports, studies, records, and computations prepared by or for Subgrantee shall be made available to authorized representatives of ARC, the Concerned Funding Agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve 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 incorrect information provided by ARC. Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 2 CFR 200.334 or 45 CFR 75, or 45 CFR 92, as appropriate, and by GDHS's required five (5) year record retention from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the five (5) year period, records shall be retained until such litigation, claim or audit is resolved. Subgrantee shall include the provisions of this Paragraph 13 in any subcontract executed in connection with this Project.
14. Liability and Indemnification. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this Agreement and cause a claim, demand, suit, or other action to be brought by any person, firm, or corporation.

Except for the above-mentioned governmental entities, all other Subgrantees agree to indemnify and hold harmless ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including attorney's fees, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Subgrantee, its employees, or



of any subcontractor of Subgrantee. The indemnification obligations of this Paragraph 14 shall survive the termination of this Agreement.

If this Agreement includes provisions for transportation services by Subgrantee, then Subgrantee acknowledges that, as part of its due diligence in connection with the transportation program, ARC monitors and reviews inspection and safety reports and maintenance records generated by Subgrantee. Subgrantee further acknowledges that in undertaking such activities, ARC assumes no liability or responsibility for the safe conduct of the transportation program, which responsibility is solely that of Subgrantee.

15. Denial or Termination of Services to Clients. Subgrantee agrees, with respect to any individual who is a potential Project participant or a potentially aggrieved Project participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by Subgrantee's governing body and posted prominently at every service delivery site.
16. Rights in Documents, Materials and Data Produced. Subgrantee agrees that all reports, studies, records, and other data prepared pursuant to the terms of this Agreement shall be the property of ARC upon termination or completion of the work. ARC and the Concerned Funding Agencies shall have the right to use the same without restriction or limitation and without compensation to Subgrantee other than that provided for in this Agreement. For purposes of this Agreement, "data" includes writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subgrantee or its subcontractors. Subgrantee acknowledges that matters regarding the 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. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.
17. Publication and Publicity. Articles, papers, bulletins, presentations, reports, or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented to the governing authority of Subgrantee, or a committee thereof, for official action by such body 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 Subgrantee within thirty (30) 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 accompany the material presented in such form as ARC shall specify.
18. Identification of Documents. All reports, surveys, and other documents completed under this Agreement shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the United States Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.
19. Financial Management System. Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 2 CFR 200.302 or 45 CFR 75, or 45 CFR 92, as appropriate. In addition, Subgrantee agrees to maintain accurate financial records to the level of detail specified in Attachment B and in such form and utilizing such procedures as ARC or the Concerned Funding Agencies may require. This includes, but is not limited to, the requirement that Subgrantee's financial records shall provide for (1) accurate, current, and complete disclosure of all financial transactions; (2) records that identify adequately the source and application of funds for activities supported under this Agreement; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC.
20. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.



21. Subgrantee's Personnel. Subgrantee represents that it has, or will secure at its own expense, adequate 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 previous twelve (12) months, except with the express prior written consent of ARC. Further, 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.
22. Interest of Subgrantee. Subgrantee covenants that neither Subgrantee, nor anyone controlled by Subgrantee, controlling Subgrantee, or under common control with Subgrantee, nor its agents, employees or subcontractors, 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 Subgrantee's service hereunder in an impartial and unbiased manner. Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subgrantee as an agent, subcontractor or otherwise. If Subgrantee contemplates taking some action which may constitute a violation of this Paragraph 22, Subgrantee shall request in writing the advice of ARC, and if ARC notifies Subgrantee in writing that Subgrantee's contemplated action will not constitute a violation hereof, then Subgrantee shall be authorized to take such action without being in violation of this Paragraph 22.
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. Subcontracts. Work or services to be performed under this (third party) Agreement by Subgrantee may be subcontracted (fourth party) under the following conditions:
  - a. Subgrantee requests and receives approval from ARC before subcontracting the work or services other than those submitted with this Agreement.
  - b. The selection of subcontractors is conducted to meet the required competition between potential subcontractors pursuant to 2 CFR § 200 or adequate justification for sole source selection is provided.
  - c. Each such subcontract shall bind the fourth party contractor to all applicable terms and conditions of this (third party) Agreement between ARC and Subgrantee.
  - d. A copy of all fourth party contracts shall be submitted for review by ARC, or its representatives.

Failure by Subgrantee to comply with the provisions of this Paragraph 25 in a timely manner, as determined by ARC, may at ARC's sole discretion, result in disallowance or delay in payment pursuant to the Paragraph 5, Compensation, or in termination pursuant to the Paragraph 45, Termination for Cause, herein.

26. Assignability. Subgrantee shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC.
27. Amendments. ARC may require changes to this Agreement. Such changes, including any increase or decrease in the amount of 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/or Chair, as applicable per the ARC's Bylaws.



28. Project Administration.

- a. Subgrantee agrees that Subgrantee's executor is responsible for ensuring that all terms and conditions of this Agreement are fully met to ARC's satisfaction.
- b. Subgrantee agrees that all persons who administer the funds associated with this Agreement on behalf of Subgrantee will be responsible to Subgrantee's executor.
- c. Subgrantee agrees that Subgrantee's executor and all persons who administer the funds associated with this Agreement on behalf of Subgrantee will be bonded or insured in an amount equal to at least ten percent (10%) of the total amount specified in Attachment B or \$25,000, whichever is less. Subgrantee shall transmit written documentation of such bonding or insurance to ARC, in a form satisfactory to ARC, prior to receipt of any funds from ARC. For bonds or insurance that expire before the completion date of this Agreement, proof of renewal of such bond or insurance shall be provided to ARC, within twenty (20) days after renewal.
- d. Subgrantee agrees to administer the Project in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the Concerned Funding Agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- e. Subgrantee shall at all times maintain during the term of this Agreement policies of insurance covering any property acquired with funds made available by this Agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above-described property as well as its employees, agents, and volunteers.

29. General.

- a. Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the guidelines and regulations issued by the Concerned Funding Agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 75, 45 CFR 92, and 45 CFR 202). The appropriateness and application of such terms, provisions, and conditions shall be determined by ARC. Subgrantee also agrees to perform in compliance with requirements relating to the application, acceptance, and use of federal funds for this Project, including, but not limited to, Executive Order 12372 and 2 CFR 200 or 45 CFR 75 or 45 CFR 92, as appropriate. Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC or the Concerned Funding Agencies concerning special requirements of law or Project requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202 as appropriate.
- b. Subgrantee agrees that services under this Agreement will enhance service quality and capacity and will foster the development of comprehensive and coordinated service delivery systems to serve older persons. To accomplish this purpose, Subgrantee agrees, that its performance hereunder will:
  - i. help secure and maintain maximum autonomy, independence and dignity in a community setting for persons aged sixty (60) and over assessed as appropriate, by providing supportive services;
  - ii. target services to adults aged sixty (60) and over in greatest economic and social need as determined by screening or assessment.
- c. Subgrantee agrees that any facility used for delivery of services to the clients under this Agreement will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.



30. Standards for Service Performance.

- a. Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the GDHS, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.
- b. Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in Paragraph 27, Amendments, herein.
- c. Subgrantee acknowledges that ARC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.
- d. Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this Agreement are a part of said Area Plan.
- e. Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.
- f. Descriptions of supportive services and nutrition services included in this Agreement are listed in Attachment A hereof and shall be the basis for determining Subgrantee's performance of supportive services and nutrition services.
- g. The following special provisions shall apply to nutrition services:
  - i. The selection, relocation, and closing of nutrition sites shall have the prior written approval of ARC. Sites approved in this Agreement are specified in "Site Location List" in Attachment A.
  - ii. Subgrantee shall not initiate the delivery of nutrition services under this Agreement at a site not approved by ARC.
  - iii. The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this Agreement.
- h. Supportive services include: (a) transportation; (b) case management; (c) home delivered meals; (d) congregate meals; (e) in home services; and (f) senior recreation. The terms and standards for these supportive services are stated in Attachment A, and thereby incorporated into this Agreement.

31. Assurances. 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," 23 CFR 450, "FHA Planning Assistance and Standards," 49 CFR 23, "Participation of Disadvantaged Business Enterprise in Airport Concessions," or 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," 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. 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, Subgrantee gives assurance and certifies with respect to this Agreement that:

For all agreements –



- a. It possesses legal authority to apply for this subgrant, 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 Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of 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 Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.
- b. 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.
- c. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, 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 program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. 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, disability, 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. Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- d. It 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, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall cause the 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, provided that the foregoing provisions shall not apply to subcontracts for less than Ten Thousand Dollars (\$10,000).
- e. It 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.
- f. It 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 31.
- g. 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.
- h. It will comply with the applicable provisions of the Hatch Act which limits political activity of employees.



- i. 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.
- j. It will cooperate with ARC in assisting the Concerned Funding Agencies in 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.
- k. It will insure, for subgrant contracts not involving federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program 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 Program is under consideration for listing by EPA.
- l. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, which requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- m. It agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have Acquired Immunodeficiency Syndrome (AIDS) or be infected with Human Immunodeficiency Virus (HIV). Subgrantee 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 GDHS, as Subgrantee deems necessary. Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- n. It agrees to abide by all state and federal laws, rules, and regulations and GDHS and Division of Aging Services policies and procedures on respecting confidentiality of an individual's records. Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without prior written consent of the individual employee, client/patient, or responsible guardian.
- o. It agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant state and federal laws, rules, or regulations.
- p. It agrees to comply with the requirements for a Drug-Free Workplace, as described in O.C.G.A. § 50-24-3, including passing through this requirement to lower tier subcontractors.
- q. It agrees to comply with the requirements set forth in Attachment C regarding the privacy of participant health information as set forth in 45 CFR § 164.501.
- r. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the United States Department of Labor regulations (41 CFR Part 60).
- s. It will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908. Subgrantee shall inform its employees in



writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. Subgrantee shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

- t. It certifies that Subgrantee is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

32. Property Management Standards. Subgrantee certifies that it shall comply with the Property Management Standards in 41 CFR 101, 45 CFR 75, or 45 CFR 92, as appropriate, governing ownership, use and disposition of any nonexpendable personal property or equipment acquired in whole or part under this Agreement. Subgrantee agrees that use of nonexpendable personal property or equipment with an acquisition cost over \$1,000 per unit and acquired in whole or in part under this Agreement will be governed by the Property Management Standards, but that ownership and disposition of such items shall be governed by such procedures as ARC may require to meet guidelines agreed to between ARC and any or all of the Concerned Funding Agencies.

33. Federal Prohibitions and Requirements Related to Lobbying. Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), Subgrantee agrees that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, 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. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, Subgrantee shall file with ARC a signed "Certification Regarding Lobbying."
- c. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- d. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of information contained in any disclosure form previously filed by Subgrantee under subparagraphs (b) or (c) of this Paragraph 33. Events that materially affect the accuracy of the information reported include:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
  - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
  - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- e. Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- f. Imposition of a civil penalty under this section does not prevent the United States government from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.



Subgrantee shall require the prohibitions and requirements of this Paragraph 33 be included in the award documents for all its subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

34. Debarment or Suspension. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for such transactions.
35. No Obligation by the Federal Government. ARC and 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 Agreement and shall not be subject to any obligations or liabilities to ARC, Subgrantee, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying contract.
36. Program Fraud and False or Fraudulent Statements or Related Acts. Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* apply to its actions pertaining to this Project. Upon execution of the underlying contract, Subgrantee certifies/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 Concerned Funding Agencies assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, 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 Subgrantee to the extent the federal government deems appropriate.

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 the Concerned Funding Agencies under the authority of 49 U.S.C. § 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subgrantee, to the extent the federal government deems appropriate.

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

37. Compliance with Requirements of the GDHS. Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and GDHS which 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. Subgrantee further agrees to adhere to each provision of said grant contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration. This includes compliance with GDHS's policy on Nondiscrimination in Employment Practices and in Consumer/Customer/Client Services Practices. Further, this includes compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011. If any of the terms and conditions of this Agreement conflict with any terms and conditions of the grant contract, Subgrantee agrees to abide by the terms and conditions of the grant contract which shall be controlling unless prior written consent to the contrary is received from ARC.
38. License Requirements. Subgrantee agrees to maintain any required city, county, and state business licenses or any other special licenses as required during performance of this Agreement. Subgrantee is responsible for ensuring that all subcontractors are appropriately licensed. Subgrantee agrees to notify ARC in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Agreement or by state or federal laws. Subgrantee agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Agreement or state or federal laws, that this Agreement may be terminated in whole or in part.



39. Criminal Records Investigation. Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Agreement, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated (O.C.G.A.). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Subgrantee must utilize the following to comply with this requirement:

- a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at <https://fieldprintgeorgia.com/individuals> and follow the instructions provided at that website.

Pursuant to O.C.G.A. 49-2-14, GDHS, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within GDHS. Under such circumstances the individual so identified will not be employed for the purpose of providing services under this Agreement.

Provisions of this Paragraph 39 shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, child-caring institutions or childcare learning centers which are required to be licensed, registered, or commissioned by GDHS or by the Georgia Department of Early Care and Learning, or to personal care homes requested to be licensed, permitted, or registered by Georgia Department of Community Health (DCH).

40. Other Requirements. In addition to other requirements of this Agreement, Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all local, state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to 2 CFR 200, 45 CFR 75, or 45 CFR 92, as appropriate.

Subgrantee agrees that throughout the performance of this Agreement 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 Agreement or any subcontract hereunder.

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

Subgrantee agrees that, if costs incurred by Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to Paragraph 31, titled Assurances, hereinabove or by ARC, GDHS, United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, Subgrantee shall reimburse ARC in full for any payment made by ARC to Subgrantee for such disallowed costs within thirty (30) days of receipt of such written demand.

41. 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 Subgrantee, this Agreement may be immediately terminated without further obligation of ARC.

42. 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 Subgrantee prior to the date of suspension to the extent that they are non-cancelable.

43. Termination for Mutual Convenience. ARC or 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. 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 non-cancelable 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 Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by Subgrantee prior to termination.

44. Termination for ARC's Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least fifteen (15) 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 44, Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by Subgrantee up to and including the effective date of such termination, as authorized in Attachment B. 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 non-cancelable obligation to determine its eligibility for inclusion in project costs.
45. Termination for Cause. If 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 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 Subgrantee of such termination and specifying the effective date thereof, at least five (5) 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. Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work and allowable costs completed pursuant and incurred in the performance of the scope of services up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing to the extent provided by law, Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Subgrantee and ARC may withhold any payments to Subgrantee for the purpose of set-off for damages caused by Subgrantee's breach, until such time as the exact amount of damages to ARC from Subgrantee is determined.
46. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.
47. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be decided by ARC's Chief Operating Officer who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to Subgrantee.

Subgrantee agrees that the decision of ARC's Chief Operating Officer shall be final and conclusive unless, within ten (10) days of receipt of such copy, Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty (20) days after receipt of the appeal request. Both Subgrantee and ARC Chief Operating Officer shall have the right to present witnesses and give evidence concerning the question of fact at such a hearing. Within twenty (20) days after the hearing, the ARC Executive Director shall make her decision concerning the question of fact in writing to the Subgrantee and to ARC's Chief Operating Officer.

Pending final decision of an appeal to the ARC Executive Director, Subgrantee shall proceed diligently with the performance of this Agreement and in accordance with the decision of ARC's Chief Operating Officer.

Subgrantee agrees that the decision of the ARC Executive Director concerning the disputed question of fact shall be final and conclusive unless determined by the Concerned Funding Agencies, 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.

Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by Subgrantee. Written notice of such procedures shall be provided by Subgrantee to each of its subcontractors.

48. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.
49. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
50. Applicable Law. This Agreement shall be deemed to have been executed and performed in the state of Georgia and all questions of interpretations and construction shall be construed by the laws of the state of Georgia.

*[REMAINDER INTENTIONALLY LEFT BLANK  
SIGNATURES TO FOLLOW]*



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

ATTEST:

Janice R. Smith



FULTON COUNTY BOARD OF COMMISSIONERS

By: [Signature]

Chairman

Title:

ATTEST:

ARC Assistant Secretary

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

By: \_\_\_\_\_  
Chair

ITEM # 24-1411 SRM 6 / 26 / 24  
SECOND REGULAR MEETING



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

### **ATTACHMENT A - SCOPE OF SERVICES**

Sub-grantee work under this contract will support the Atlanta Regional Commission (ARC) Aging and Independence Services strategy for service delivery and work plan as enumerated in the attached SFY 2025 Budget Exhibit, including the number of units and persons to be served, in a manner consistent with the Scope of Services as outlined below, and all applicable Federal, State and ARC standards.

As a service provider under this contract, the sub-grantee shall:

1. Ensure compliance with all Atlanta Regional Commission (ARC), Georgia Department of Human Services, Division on Aging Services (DHS/ DAS), and Administration of Community Living standards, guidelines, policies, procedures, and updates.
2. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.
3. Services provided by subgrantee and funded by ARC, must enter all match dollars and units provided in the data management system as designated by ARC.
4. Demonstrate and document efforts in the generation of program income to augment its budget for services; and provide documentation upon request of expenditures related to other funds identified as leveraged funds in uniform cost methodology document and/or in written proposal.
5. Meet all reporting and data requirements consistent with ARC and DHS/DAS procedures and the DHS Uniform Cost Methodology and format. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.
6. Notify ARC promptly of any deviations from the approved SFY 2025 Budget Exhibit, incorporated herein by reference, to include, but not limited to units of service, funding allocations, program structure, and service delivery sites. Such notification must be requested in writing to make any changes in the SFY 2025 Budget Exhibit and await ARC approval.
7. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.
8. Ensure that recipients of services funded by ARC utilizing the DHS/DAS grant (including Older Americans Act, Title III, SSBG, CBS or Income Tax Check-off fund sources) are subject to approved screening and assessment tools as determined by ARC at initial assessment and subsequent reviews; and that said assessments/reviews are administered by appropriate, qualified staff in accordance with DHS/DAS standards.



9. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS/DAS. Fees generated must be used to expand the service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.
10. Ensure that all required licensures, certifications, and inspections are up to date and meet DHS/DAS, ARC, State of Georgia, city, and/or municipality/ jurisdictional requirements, and promptly address the renewal and expiration of said requirements, to include mandated staff trainings and recertification.
11. Comply with all Health Information Privacy and Accountability Act (HIPAA) regulations and abide by all state and federal laws, rules and regulations, and ARC, DHS/DAS policies and procedures including implementing appropriate security procedures to protect the confidentiality of client records, identity and status information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time. Contractor further agrees to implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews and/or maintained in automated or manual systems, including laptop computers, fax, email, phones, and web-based systems, as is hereby acknowledged by affixing signature to Attachment "C" - Business Associate Agreement.
12. Maintain waiting lists for the following services: transportation, senior center enrollment and congregate meals in the data management system as designated by ARC. Screening of clients for services must comply with DHS/DAS policy. ARC will maintain waiting lists for the following services: home delivered meals, homemaker, personal care, caregiver, kinship care and case management.
13. Develop plans for emergency management that fit the scope of individual operations to include at a minimum: preparation, immediate response and stabilization, recovery and evaluation. Emergency management plans will be submitted to ARC as part of the contracting documents annually, and any updates will be sent as available. If any of the following disrupt the delivery of services under this contract, the subgrantee will notify AAA director and assistant director via email.

Type of Disaster	Frequency		
	Often	Seldom	Rare
Natural Disasters	Storms Tornados Floods	Earthquakes Drought Wildfires Hurricanes	Tsunami Volcanic Eruptions
Human-Made Events/Accidents	House Fires Vehicle Crashes Power Outages Community Fires	Train Crashes Chemical Spill Factory Explosions Plane Crashes	Nuclear Accidents
Disease	Epidemics	Pandemics	Plagues
Attacks/Terrorism	Assaults Murders Riots	Insurrection Bioterrorism Political Violence Cyber Attacks Terrorism Civil disorder	Nuclear War War Insurrection



14. Create invoices as designated by ARC consistent with the SFY 2025 Budget Exhibit incorporated herein by reference, to include, but not limited to units of service performed, funding source expended, and any other documentation required by ARC for reimbursement.

Sub-grantee shall perform the specific work and services in this contract in a satisfactory manner as determined by the Director of the Area Agency on Aging.

### **CAREGIVER**

Description: A caregiver is an adult family member, or another individual, who provides in-home and community care for: an older individual; an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction; or a person with a physical or intellectual disability. Caregiver services must be targeted toward family and other informal caregivers of older adults and persons with disabilities. The caregiver must be identified as the client.

The following eligibility criteria must apply for program funding through the Older Americans Act, Title III Part E- The National Family and Caregiver Support Program:

- Adult family members or other informal caregivers aged 18 and older providing care to individuals 60 years of age and older.
- Adult family members or other informal caregivers aged 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders
- Older relatives (not parents) aged 55 and older providing care to children under the age of 18; and
- Older relatives, including parents, aged 55 and older providing care to adults ages 18-59 with disabilities.

#### Service Delivery:

Respite care – Trained caregivers provide care for individuals, either at home or at adult day care facilities, so that caregivers can rest or attend to their own needs. Respite care includes personal care, homemaker and in-home or out of home respite. Any in home respite providers must be a licensed home care provider and an adult day care center must be licensed by the state of Georgia.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in the "SFY 2025 Budget Exhibit".



## **CASE MANAGEMENT**

### **Description:**

Case management provides access for individuals to community resources or assists individuals in identifying and securing resources or services to enhance wellness and remain in the community for as long and as safely as possible. Case management is a person-centric, collaborative process designed to meet an individual's complex social and health needs. Through ongoing monitoring and evaluation, case management promotes quality, cost-effective outcomes for the individual and the community. Case management services must maintain the flexibility to respond to changing needs and preferences of individuals. Therefore, these guidelines seek to enhance the ability of case management to vary service delivery in response to changing individual needs and preferences. A unit of Service is equal to .25 hour. (ODIS, CH210).

### **Service Delivery:**

Case management includes the following activities that may be included in reimbursement for services:

- Assessment
- Periodic Reassessment
- Service Plan Development and Coordination
- Follow up by telephone, email, or in person with clients and caregivers, when appropriate and necessary, in accordance with program and service requirements;
- Coordination with other programs and advocacy on behalf of consumers who require assistance in accessing other systems of care; and
- Documentation, data collection, data entry, and programmatic reporting.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2025 Budget Exhibit".

## **CONGREGATE MEALS**

**Description:** The congregate nutrition program promotes better physical and mental health for older adults through the provision of nutritious meals, wellness activity, nutrition education and opportunities for social contact. The service activities are meant to enhance the core services and allow individuals to remain independent in the community. One meal is a unit of service and includes one hour of planned activity.

**Service Delivery:** Except for designated "Satellites", "Collaboratives", or "Center without Walls" sites, each center providing congregate meals must:

- Serve a minimum of 20 meals per day per center, and 30 people per day, based on the average number of meals served per day during any given month, considering all meals and activities served through all fund sources.



- Serve meals at least once per day, five days a week, for a minimum of 250 serving days per year. Up to ten holidays may be scheduled per year, provided management makes provision for meals needed by participants during the holiday closing.
- Be open to participants for a minimum of 4 hours per day. Management must provide adequate coverage by paid staff to assure that a responsible person is present in the center at all times that participants are present.
- The following services and activities will be included as part of the congregate nutrition services program:
  - Nutrition Assessment: An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and care plan with measurable goals.
  - Nutrition Counseling: The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking into consideration health, cultural, socioeconomic, functional, and psychological factors. Nutrition counseling may include: advice to increase, decrease, or eliminate nutrients in the diet, to change the timing, size or composition of meals, to modify food textures, and/or to change the route of administration-from oral to feeding tube to intravenous.
  - Nutrition Education: The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.
  - Nutrition Screening: The process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.
  - Therapeutic Diet: A diet ordered by a primary care provider or registered dietitian as part of treatment for a disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet.

The Sub-grantee shall use volunteers (as needed); support site councils with elected officers and written bylaws at each site; identify clients in need of physician-prescribed, modified meals; assess meal clients, including initial administration and subsequent updating of the Nutrition Screening Instrument and Food Security Survey; and comply with DHS Standards for Nutrition Service Program Guidelines and Requirements, the GA DHS/DAS HCBS Manual and other applicable regulations, including United States Department of Agriculture/Nutrition Services Incentive program(USDA/NSIP)regulations.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2025 Budget Exhibit".

### **HOME DELIVERED MEALS**

**Description:** The home delivered meal program promotes better health for older adults and eligible members of their households through the provision of nutritious meals; nutrition screening, education and counseling; and opportunities for social contract. One meal is a unit of service.

**Service Delivery:** Individual meal service and frequency shall be based on the determined needs of each individual. This service is provided in conjunction with the following:



- **Nutrition Assessment:** An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and care plan with measurable goals.
- **Nutrition Counseling:** The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking into consideration health, cultural, socioeconomic, functional, and psychological factors. Nutrition counseling may include: advice to increase, decrease, or eliminate nutrients in the diet, to change the timing, size or composition of meals, to modify food textures, and/or to change the route of administration-from oral to feeding tube to intravenous.
- **Nutrition Education:** The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.
- **Nutrition Screening:** The process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.
- **Therapeutic Diet:** A diet ordered by a primary care provider or registered dietitian as part of treatment for a disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2025 Budget Exhibit".

## **HOMEMAKER**

**Description:** In-home assistance to eligible individuals, including preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework, but not including personal care.

**Service Delivery:** Service activities are planned and provided with input from the client, based on the assessment of the client's goals and needs, degree of functional impairment, current support system, and capacity for self-care and self-sufficiency. Service activities may include:

1. Housekeeping and home management activities:
  - a. Cleaning, vacuuming, sweeping, mopping, dusting
  - b. Laundry
  - c. Ironing and mending clothes and linens
  - d. Washing, drying, and storing dishes
  - e. Bagging and placing garbage in collection containers
  - f. Making beds and changing linens (only while client is out of bed)
  - g. Shopping for household essentials
  - h. Assisting in organizing household routines
  - i. Performing necessary reading and writing tasks, if requested and indicated by client's inability to read
  - j. Performing essential errands



2. Meal preparation:
  - a. Assist in preparing and serving meals
  - b. Assist in planning meals/menus that are appropriate for the older person's needs and are consistent with the Dietary Guidelines for Americans
  - c. Using sanitary practices for handling, preparing, and storing food
3. Escort assistance:
  - a. Accompanying a client on trips to obtain healthcare services and other necessary items and services
4. Client education:
  - a. Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial

Client eligibility and delivery of the service must be consistent with the requirements of the Georgia Division of Aging Services. Service activities must align with the domains of impairment and essential components indicated by the DON-R.

## **PERSONAL CARE**

Description: The provision of personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. These services are designed to maintain and strengthen the capacity of appropriate individuals, who would otherwise be unable to care adequately for themselves, because of difficulty with activities of daily living and/or instrumental activities of daily living, in addition to providing support to caregivers of frail older adults. In-home services delivered using State Alzheimer's funding and designed for this population, may be provided to adults with dementia or a related disorder, regardless of age.

### Service Delivery:

- Personal care activities are planned and provided with input from the client, based on the assessment of the client's needs, degree of functional impairment, current support system, and remaining capacity for self-care and self-sufficiency.
- Service activities include assistance with activities related to the care of the client's physical health, such as: dressing and undressing, bathing, shaving, dental care and oral hygiene, grooming, toileting, medication reminders, transferring, mobility in and around the home, and eating.
- Service activities must align with the domains of impairment and essential components indicated by the DON-R.



Program Design: Sub-grantee shall insure that providers of personal care must demonstrate compliance with all applicable licensure requirements located under the Rules and Regulations of the State of Georgia for the Department of Community Health Private Home Care Providers, section 111-8-65.10.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2025 Budget Exhibit".

## **TRANSPORTATION**

Description: Transportation service to older adults can be delivered through volunteer drivers, voucher programs, subcontractors, direct service and/or Georgia Department of Human Services (DHS) coordinated system.

Service Delivery: Sub-grantee shall comply with the DHS *Vehicle Policies and Procedures Manual* relative to all state-titled or agency-owned vehicles. Drivers and other relevant transportation staff, whether employees or contract staff, will be properly trained and supervised in compliance with all applicable regulations and will demonstrate capacity to meet the needs of older adults. Sub-grantee shall also comply with any ARC issued guidelines.

The following trips are eligible for funding:

- Demand Response – one-way trip from one location to another. A unit is a one-way trip.
- Fixed-route (shuttle service) - a bus with a pre-determined route. Trip may be to Senior Centers, Community Centers or other destinations. A unit is one hour.
- Group - Any group trip with more than 3 passengers originating at a location, transported to a designated location, and then arriving back at the same location. A unit is one hour.

Program Reporting: The following metrics must be submitted monthly to ARC:

- number of one-way demand response trips provided by volunteer drivers, vouchers, agency or sub-contractor fleet;
- hours of service for fixed route and group;
- average mileage per one-way trip;
- purpose of each one-way trip (employment, medical or personal);
- number of unduplicated riders for each service proposed;
- number of passengers per hour for fixed route service; and
- number of passengers per hour per group trip.



Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2025 Budget Exhibit".

### **SUPPORT OPTIONS (CONSUMER DIRECTED CARE)**

Description: Consumer direction embodies both a philosophy and a practice model for service delivery. As a philosophy, it emphasizes consumer choice and control, recognizing that service recipients best know their needs and preferences and should have primary authority and responsibility for making decisions about those services. As a practice, it means that consumers make choices about their care and manage the delivery of their services to the extent that they are willing and able to do so, including becoming "Employers of Service" and having total budget authority. Regulations for this service can be found in ODIS, MAN5300 Home and Community Based Services, CH. 212.

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

**ATTACHMENT B - COMPENSATION**

**I. Compensation**

The available compensation is shown by service, cost center, and resource category on the, "SFY 2025 OAA Budget" Exhibits, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes.

The subgrantee's request for payment described in the "Method of Payment" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total cost under each service exceed the maximum amounts listed on the "SFY 2025 OAA Budget " Exhibits, nor shall ARC's payment to the subgrantee exceed the total of state and federal (including USDA) funds in this contract.

Any deviation from or changes to the approved budget shall be handled as follows:

A. No deviation in the fixed unit costs is permitted.

B. If transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the subgrantee, approved by ARC, and executed by both parties except where such transfer is expressly permitted under GDHS policies and procedures.

**II. Matching Share**

In addition to the requirements specified herein, the subgrantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allowability of non-federal contributions by the subgrantee or other non-federal parties in satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.

The subgrantee further agrees that if non-federal contributions provided by the subgrantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by ARC, the funding agencies, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the subgrantee shall, within thirty (30) calendar days of receipt of such written demand reimburse ARC the amount of compensation previously paid by ARC to the subgrantee that became unearned by ARC because of such disallowance.



### III. Program Income

Program income, as defined in 45 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s), or person(s) on behalf of a particular participant(s), of the program during the period of this subgrant contract. Expenditure of this resource is limited to funds actually received.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

### IV. General

A. The Subgrantee agrees that the 'year to date' percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.

B. For services funded through the Older Americans Act, Social Services Block Grant, and Nutritional Services Incentive Program, the Subgrantee cannot spend or request reimbursement for more than 25% of the Federal and corresponding State and local match during the first quarter (July-September).

C. The Subgrantee agrees that Match and Program Income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III and 12 percent match to 88 percent state and federal funds in SSBG).

D. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for Title III, as appropriate, which represents 10 percent of the total Title III federal, state, and local funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.

E. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for SSBG, which represents 12 percent of the total SSBG funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement.

F. The Subgrantee agrees that ARC may withhold payment if compliance is not maintained with A., B., and C. above or if satisfactory explanations are not provided regarding the provision of services and dollars expended.

G. For unit cost-based services, payments will be based on actual number of units provided, as submitted by the Subgrantee through monthly reports to ARC. However, maximum payment will not exceed the total cost per service, per fund source, as indicated on the " SFY 2025 OAA Budget " page in this contract. A unit cost must be the same dollar amount regardless of funding source.



**Fulton County Board of Commissioners**  
**SFY 2025 Multi-Funded Budget**  
**Initial Allocation**

Grant		Multi-Funded			
Provider	Base Fund Source	FY Cost Center	Contract Amount	Payment Amount	Local Match
Fulton County Board of Commissioners [Parent]	Alzheimer's Program State	508AA2	111,754.96	111,754.96	0.00
Fulton County Board of Commissioners [Parent]	CBS - Alzheimer's State	508AC2	16,747.31	16,747.31	0.00
Fulton County Board of Commissioners [Parent]	CBS - Case Management State	508AC7	28,533.18	28,533.18	0.00
Fulton County Board of Commissioners [Parent]	CBS - HCBS State	508AC1	670,610.94	670,610.94	0.00
Fulton County Board of Commissioners [Parent]	CBS - Respite Care State	508AC6	24,345.32	24,345.32	0.00
Fulton County Board of Commissioners [Parent]	NSIP - ACL	508AU1	118,239.39	118,239.39	0.00
Fulton County Board of Commissioners [Parent]	NSIP - SSBG Supplemental	508AU3	25,693.58	25,693.58	0.00
Fulton County Board of Commissioners [Parent]	NSIP - State	508AU2	152,490.58	152,490.58	0.00
Fulton County Board of Commissioners [Parent]	OAA Title III B - Supportive Services	508AS1	510,792.73	459,713.46	51,079.27
Fulton County Board of Commissioners [Parent]	OAA Title III C1 - Congregate Meals	508AS6	1,098,292.91	988,463.83	109,829.08
Fulton County Board of Commissioners [Parent]	OAA Title III C2 - Home Delivered Meals	508AS7	560,492.77	504,442.98	56,049.79
Fulton County Board of Commissioners [Parent]	OAA Title III E - Family Caregiver Support	508AS3	213,793.74	192,414.37	21,379.37
Fulton County Board of Commissioners [Parent]	SSBG - HCBS	508AS2	15,856.28	13,953.37	1,902.91
<b>Fulton County Board of Commissioners [Parent] Total</b>			<b>3,547,643.69</b>	<b>3,307,403.27</b>	<b>240,240.42</b>
<b>Grand Total</b>			<b>3,547,643.69</b>	<b>3,307,403.27</b>	<b>240,240.42</b>

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

**ATTACHMENT C - BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement"), effective, July 1, 2024 ("Effective Date"), is entered into by and between Fulton County Board of Commissioners (the "Contractor"), and the Atlanta Regional Commission (the "Covered Entity"), (each a "Party" and collectively the "Parties").

**WITNESSETH:**

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those providers. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g); and

WHEREAS, the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Contractor in order to protect the privacy of individually identifiable health information ("Protected Health Information", or "PHI") maintained by the Covered Entity as that term is defined in 45 C.F.R. § 164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

WHEREAS, Contractor and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

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

**1. Services Agreements.**

1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.2. Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into



a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.3. Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.

**2. Additional Contractor Activities.** Except as otherwise provided in this Agreement, the Contractor:

2.1. Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.

2.2. Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3. May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.

2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

**3. Contractor Covenants.** Contractor agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

- 3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;
- 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;
- 3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;
- 3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Contractor with respect to the PHI;
- 3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;
- 3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;
- 3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;
- 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.
- 3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)B).

#### **4. Covered Entity Covenants.**

- 4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- 4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- 4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.



4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically excepts those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.

5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.

7. **Accounting for Disclosures of PHI.** Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.

8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. **Disposition of PHI Upon Termination.** The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

## **10. Representations and Warranties.**

### **10.1. Mutual Representations and Warranties of the Parties.**

Each Party represents and warrants to the other Party:

- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.
- (b) that neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.
- (c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.
- (d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

### **11. Term.**

Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

### **12. Termination.**

12.1. Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the Covered Entity makes the determination that Contractor has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within



an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

**13. Effect of Termination.** Upon termination pursuant to Section 12, Contractor agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so. Prior to doing so, the Contractor further agrees to recover any PHI in the possession of its subcontractors or agents.

If it is not feasible for the Contractor to return or destroy all PHI, the Contractor will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Contractor has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Contractor's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

If it is not feasible for the Contractor to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Contractor must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

**14. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.

**15. Amendments; Waiver.** Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

**16. Notices.** Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

**Covered Entity:**

ARC  
229 Peachtree St, NE  
Suite 100  
Atlanta, Georgia 30303

**Contractor:**

Fulton County Aging Program  
137 Peachtree Street, SW  
Atlanta, GA 30303

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

**17. Regulatory References.** A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.

**18. Survival.** The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement.

**19. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the Individual.

**INTENDING TO BE LEGALLY BOUND,** the Parties hereto have duly executed this Agreement as of the Effective Date:



Fulton County BOC

Atlanta Regional Commission  
Executive Director





**Form 1: CONTRACTOR/VENDOR INFORMATION**

Legal name & address  
of entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*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):

- ☐ Corporation/C-Corp LLC/S-Corp LLC    ☐ Individual/Sole-Proprietor/Single Member LLC  
☐ Partnership/LLC Partnership/LLP    ☐ Government: Federal/State/Local/Authority  
☐ Non-Profit: 501(c)(3)/501(c)(4)    ☐ Other: (describe) \_\_\_\_\_

(Federal) Employer Identification Number: \_\_\_\_\_

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 \_\_\_\_\_ 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:

*Robert L. Peltz*

Title:

*Chairman*

Signature:

*Robert L. Peltz*

Date:

*7/3/2024*



**Form 2: 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

*Robert L. Beitz*

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

*Robert L. Beitz*

SIGNATURE OF AUTHORIZED REPRESENTATIVE

AWARD NUMBER and/or PROJECT NAME

*CHAIXMAN*

TITLE OF AUTHORIZED REPRESENTATIVE

*7/31/0024*

DATE

REV ARC 05/03



**Form 3: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT  
AFFIDAVIT CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

EEV / E-Verify™ Company Identification Number

7/3/2024  
Date of Authorization

Fulton County Government  
Company Name

[Signature]  
Signature of Authorized Officer or Agent

Chairman  
Title of Authorized Officer or Agent

Robert L. Potts  
Printed Name of Authorized Officer or Agent



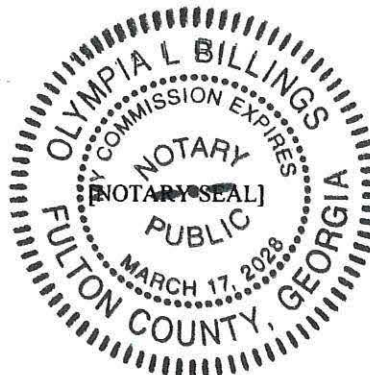
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

30 DAY OF July, 2024

[Signature]  
Notary Public

My Commission Expires:

3/17/2028



ITEM # 24-0411 SRM 4 / 26 / 24  
SECOND REGULAR MEETING