

SECOND AMENDMENT OF AGING SUBGRANT AGREEMENT

THIS AGREEMENT executed as of the _____ day of _____, 202__, by and between FULTON COUNTY BOARD OF COMMISSIONERS by and on behalf of Fulton County, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSTH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2022, and later amended, in which Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate Subgrantee for the performance of such services, all as more fully set forth in said agreement; and

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

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

1. Section 5, Compensation, is hereby amended to read: *"The total cost of the work as defined in Attachment A is \$1,883,494.48. ARC shall reimburse an amount not to exceed \$1,770,484.81 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."*
2. The budget page labeled "SFY 2023 ARPA Budget, Initial Allocation" is hereby deleted in its entirety and replaced with the budget page labeled "SFY 2024 ARPA Budget, Amendment #2", attached hereto.

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

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



FULTON COUNTY
BOARD OF COMMISSIONERS



By: _____

Title: CHAIRMAN

ATTEST

ATLANTA REGIONAL COMMISSION

Assistant Secretary

Executive Director

Chair

Fulton County Board of Commissioners
SFY 2024 ARPA Budget
Amendment #2

Grant		ARPA					
Provider	Base Fund Source	FY Cost Center	Contract Amount	Payment Amount	Local Match		
Fulton County Board of Commissioners [Parent]	ARPA Congregate Meals	308GC1	438,483.48	412,174.47	26,309.01		
Fulton County Board of Commissioners [Parent]	ARPA Home Delivered Meals	308GC2	985,011.00	925,910.34	59,100.66		
Fulton County Board of Commissioners [Parent]	ARPA Supportive Services	308GB6	460,000.00	432,400.00	27,600.00		
Fulton County Board of Commissioners [Parent] Total			1,883,494.48	1,770,484.81	113,009.67		
Grand Total			1,883,494.48	1,770,484.81	113,009.67		

FIRST AMENDMENT OF AGING SUBGRANT AGREEMENT

THIS AMENDMENT is entered into as of this 29th day of June, 2023, by and between FULTON COUNTY BOARD OF COMMISSIONERS on behalf of Fulton County, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2022, in which the Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set forth in said agreement; and

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

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

1. Section 4, Time of Performance, is hereby amended to read, "All work and services required hereunder shall be completed on or before June 29, 2024."

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

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

ATTEST:

[Signature]



FULTON COUNTY BOARD OF COMMISSIONERS

By: *[Signature]*

Title: *Chairman*

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

Title: _____
Chair

Fulton County Board of Commissioners
SFY 2023 ARPA Budget
Initial Allocation

[illegible]

AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of July, 2023, by and between ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and FULTON COUNTY BOARD OF COMMISSIONERS on behalf of Fulton County, Georgia (hereinafter referred to as the "Subgrantee").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. 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 funding agencies"), and

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

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

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this contract, nor act of Subgrantee or act of ARC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of ARC. Neither party to this contract 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. The Subgrantee shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A", Scopes of Services and Service Detail, 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 contract is July 1, 2023. 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, 2024. Due dates in this contract 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. The total cost of the work as defined in Attachment A is \$ 3,746,205.73. ARC shall reimburse an amount not to exceed \$ 3,519,267.97 for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by the Subgrantee as mandatory matching funds under the requirements of this agreement.
6. Method of Payment. Unless otherwise specified in Attachment B, which is attached hereto and made a part hereof, the following method of payment shall be used:
 - a. Progress Payments. Unless otherwise approved by ARC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
 - i. On or before the **eighth day** following each month for which payment is requested, the Subgrantee shall submit to ARC, in a form acceptable to ARC, a request documenting the services provided according to Attachment A and allowable costs, as specified in Attachment B, incurred for that month.
 - ii. Upon the basis of ARC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled Subcontracts

hereinbelow, and its audit and review and approval of (1) the monthly report submission, verification and signature form and (2) the payment request, as specified hereinabove, ARC will make payment to the Subgrantee not more than once a month.

- iii. ARC may, at its discretion, disallow or delay payment of all or part of a request if ARC determines that the Subgrantee is not in compliance with ARC's satisfaction with any of the terms of this agreement. Unless the complete monthly report submission, verification and signature form and payment request are received by ARC on or before the eighth day of the month, payment may be withheld until a later payment cycle.

b. Final Payment.

- i. Subgrantee's closeout reports are to be received by ARC within **fifteen days** of contract termination. ARC may, at its discretion, disallow payment of all or part of an incomplete report or a report received after this deadline.
- ii. Upon receipt by ARC of the Subgrantee's closeout report and all other required documentation, ARC will review such documents and make comparisons between the costs authorized in Attachment B and the cumulative value of all payments. Based on such comparisons and upon its determination of compliance with applicable GDHS unit cost requirements and that all other requirements hereunder have been completed, ARC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments or request from the Subgrantee refund of any overpayment. The Subgrantee shall refund to ARC any such overpayment within thirty calendar days of notification by ARC.

Payments by ARC are on a net 30-day basis, subject to availability of appropriate funding.

- 7. Formal Communication. Formal communications regarding this contract shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate, in writing to the other, an agent to act on his or her behalf regarding this contract. Any restrictions to such designation must be clearly defined in the written designation.
- 8. ARC's Designated Agent. According to Paragraph 7 above, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this contract only, except for executing amendments, disputes and appeals, or terminations regarding this contract.
- 9. Reports. The Subgrantee shall furnish ARC with monthly report submission, verification, and signature form, in such form as may be specified by ARC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to ARC within eight days after the end of the report period.
- 10. Review and Coordination. To ensure adequate assessment of the 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. The Subgrantee may be required to meet with designated representatives of ARC or the funding agencies to review such work and services. Reasonable notice of such review meetings shall be given to the Subgrantee.
- 11. Inspections. Authorized representatives of ARC and the funding agencies may at all reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports, studies, records, and computations prepared by or for the Subgrantee shall be made available to authorized representatives of ARC, the 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 the Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work. The 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-year record retention from submission of final expenditure reports. If any litigation, claim, or audit is

started before the expiration of the five-year period, records shall be retained until such litigation, claim or audit is resolved. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this program.

12. Liability. 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 contract 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 against any and all liability, loss, damages, costs, 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 or its employees or of any subcontractor of the Subgrantee.

If this contract 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 the Subgrantee. Subgrantee 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 the Subgrantee.

13. Denial or Termination of Services to Clients. The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program 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 the subgrantee's governing body and posted prominently at every service delivery site.
14. Rights in Documents, Materials and Data Produced. The Subgrantee agrees that all reports, studies, records, and other data prepared by or for under the terms of this contract shall be the property of ARC upon termination or completion of the work. ARC and the funding agencies shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "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 contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its subcontractors. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.
15. 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 contract shall not be presented to the governing authority of the 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 the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations, or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.
16. Identification of Documents. All reports, surveys, and other documents completed under this contract 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 U.S. Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.
17. Financial Management System. The Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 2 CFR 200.302 or 45 CFR 75, or 45 CFR 92, as appropriate. In addition, the 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 funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee 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 contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to funding agencies.

18. Rate of Employee Compensation. The rate of compensation for work performed under this contract by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve-months, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this contract without the express prior written approval of ARC.
20. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or 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 the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, subcontractor or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
21. 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 program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract 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 program, have an interest, direct or indirect, in this contract or the proceeds arising therefrom.
22. 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 contract or to any benefits to arise herefrom.
23. Subcontracts. Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:
 - a. The Subgrantee requests and 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) contract between ARC and the Subgrantee.
 - d. A copy of all fourth party contracts shall be submitted for review by ARC, or its representatives.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner, as determined by ARC, may at ARC's discretion, result in disallowance or delay in payment under the Paragraph titled Method of Payment or in termination pursuant to the Paragraph titled Termination for Cause.

24. Assignability. The Subgrantee shall not assign, sublet, or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
25. Amendments. ARC may require changes to this contract. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Amendments to this contract may be executed on behalf of ARC only by ARC's Executive Director and Chair, as set forth in ARC's Bylaws.
26. Project Administration.
- a. The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to ARC's satisfaction.
 - b. The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
 - c. The Subgrantee agrees that the Subgrantee executor and all persons who administer the funds associated with this contract on behalf of the Subgrantee will be bonded or insured in an amount equal to at least ten percent of the total amount specified in Attachment B of the contract or \$25,000, whichever is less. The 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 contract, proof of renewal of such bond or insurance shall be provided to ARC, within 20 days after renewal.
 - d. The Subgrantee agrees to administer the program in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
 - e. The 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.
27. General
- a. The Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the guidelines and regulations issued by the 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. The Subgrantee also agrees to perform in compliance with requirements relating to the application, acceptance, and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 2 CFR 200 or 45 CFR 75 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202 as appropriate.
 - b. The Subgrantee agrees that services under this contract 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, the 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 and over assessed as appropriate, by providing supportive services;
 - ii. target services to adults aged sixty and over in greatest economic and social need as determined by screening or assessment.
- c. The Subgrantee agrees that any facility used for delivery of services to the clients under this contract 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.

28. Standards for Service Performance.

- a. The 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 Georgia Department of Human Services, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.
- b. The 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 the Paragraph titled Amendments, hereinbelow.
- c. The 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. The 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 contract are a part of said Area Plan.
- e. The Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, the 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 contract are listed in Attachment A hereof and shall be the basis for determining the 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. The sites approved in this contract are specified in "Site Location List" in Attachment A.
 - ii. The Subgrantee shall not initiate the delivery of nutrition services under this contract 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 contract.
- h. Supportive services include: (a) transportation; (b) case management; (c) home delivered meals; (d) congregate meals; (e) in home services; (f) and senior recreation. The terms and standards for these supportive services are stated in the attached Scope of Services, and thereby incorporated into this contract.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 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, the Subgrantee gives assurance and certifies with respect to this agreement that:

For all subgrants, it:

- a. 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 the 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 the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.
- b. will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 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. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, 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. The 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.
- c. 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. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract 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).
- d. shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the funding agencies may require.
- e. agrees to comply with such rules, regulations or guidelines as ARC or the funding agencies may issue to implement the requirements of this paragraph.

- f. 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 programs.
- g. will comply with the applicable provisions of the Hatch Act which limits political activity of employees.
- h. 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.
- i. will cooperate with ARC in assisting the 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 funding agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- j. 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.
- k. 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 Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the 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. 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. agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The 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 the Subgrantee deems necessary. The Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- n. agrees to abide by all State and Federal laws, rules, and regulations and GDHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without written consent of the individual employee, client, or responsible guardian.
- o. agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations.
- p. agrees to comply with the requirements of a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.

- q. 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.
 - s. 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 (b) The 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. (c) The Subgrantee shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.
 - t. certifies that Subgrantee is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.
30. Property Management Standards. The Subgrantee certifies that it shall comply with the Property Management Standards in 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 contract. The 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 contract 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 funding agencies.
31. Federal Prohibitions and Requirements Related to Lobbying: Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), the Subgrantee agrees that:
- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the 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, the 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, the 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. 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 from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require the prohibitions and requirements of this paragraph 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.

32. 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 contract 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.
33. Compliance with Requirements of the Georgia Department of Human Services (GDHS). The 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 contract 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 which shall be controlling unless prior written consent to the contrary is received from ARC.
34. License Requirements. The Subgrantee agrees to maintain any required city, county, and state business licenses or any other special licenses as required during performance of this contract. The Subgrantee is responsible for ensuring that all subcontractors are appropriately licensed. The Subgrantee agrees to notify ARC in writing within one business day of the loss or sanction of any license, certification, or accreditation required by this contract or by state or federal laws. The Subgrantee agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this contract or state or federal laws, that this contract may be terminated in whole or in part.
35. Criminal Records Investigation: The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, 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. Sub grantee must utilize one of the following methods to comply with this requirement:

- a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at <https://www.aps.gemalto.com/ga/index.htm> and follow the instructions provided at that website; or

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 the Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within DHS. Under such circumstances the individual so identified will not be employed for the purpose of providing services under this contract.

Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, child-caring institutions or child care 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

health care facilities required to be licensed, permitted, or registered by the Georgia Department of Community Health (DCH).

36. Other Requirements. In addition to other requirements of this contract, the 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 contract it will remain in full compliance with all federal and state immigration laws, including but not limited to the Georgia Illegal Immigration Reform and Enforcement Act of 2011. Subgrantee will ensure that only persons who are citizens or nationals in the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract 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.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled Assurances hereinabove or by ARC, Georgia Department of Human Services, U.S. 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, the Subgrantee shall reimburse ARC in full for any payment made by ARC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

37. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
38. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
39. Termination for Mutual Convenience. ARC or the Subgrantee may initiate termination of this contract in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written contract amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. In negotiating the termination conditions, a primary goal shall be to cause minimal disruption to the delivery of services provided hereunder. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date and shall cancel as many outstanding obligations as possible. ARC shall allow credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
40. Termination for ARC's Convenience. ARC may terminate this contract at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this contract is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B."
41. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Subgrantee has or shall violate any of the covenants, agreements,

representations or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving at least five days written notice to the Subgrantee of such termination and specifying the effective date thereof. In such an event, all information and materials produced under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for allowable costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B". Notwithstanding the foregoing, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC caused by the Subgrantee's breach. ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until the exact amount of such damages is determined.

42. Force Majeure. Each party will be excused from performance under this agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this agreement nor basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work performed by any subcontractor.
43. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.
44. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by ARC's Cognizant Department Director who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee.

The Subgrantee agrees that the decision of ARC's Chief Operating Officer shall be final and conclusive unless, within ten days of receipt of such copy, the 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 days after receipt of the appeal request. Both the Subgrantee and ARC's Chief Operating Officer shall have the right to present witnesses and give evidence concerning the question of fact at such a hearing. Within twenty days after the hearing, the Executive Director shall make their 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 Executive Director, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with the decision of ARC's Chief Operating Officer.

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

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

45. Applicable Law. This contract 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 such State.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

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

FULTON COUNTY BOARD OF COMMISSIONERS

ATTEST

James L. Smith



ATTEST:

ARC Assistant Secretary

By: *[Signature]*
Chairman

Title:

ATLANTA REGIONAL COMMISSION
229 Peachtree Street, NE
Suite 100
Atlanta, Georgia 30303

By: _____
Executive Director

BY: _____
Chair

ITEM # *23-0329* RCS *5/17/23*
RECESS 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 2024 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 2024 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 2024 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. Create invoices as designated by ARC consistent with the SFY 2024 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.

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

ITEM # 83-1329 RCS 5/17/23
RECESS MEETING



Form 1: CONTRACTOR/VENDOR INFORMATION

Legal name & address
of entity:

Fulton County Government
141 Pryor St
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).

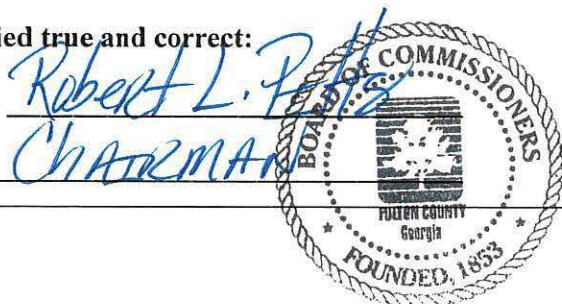
Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES ☒ NO ☐

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:

Title:



Signature:

Date:

6/5/2023

**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).

Fulton County Government

NAME OF APPLICANT

Robert L. Phillips

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Robert L. Phillips

SIGNATURE OF AUTHORIZED REPRESENTATIVE

AWARD NUMBER and/or PROJECT NAME

Chairman

TITLE OF AUTHORIZED REPRESENTATIVE

6/5/2023

DATE

REV ARC 05/08

ITEM # *23-0329*
REGESS MEETING

RCS

5/17/23



**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.

6/5/2023
Date of Authorization

EEV / E-Verify™ Company Identification Number

Fulton County Gov.
Company Name

[Signature]
Signature of Authorized Officer or Agent

CHAIRMAN
Title of Authorized Officer or Agent

Robert L. Pitts
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

5th DAY OF June, 2023
[Signature]
Notary Public

My Commission Expires: 4/16/2023



ITEM # 23-1329 RCS 5/17/23
RECESS MEETING

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

2021 OVW Fiscal Year 2021 STOP Formula Grant Program Solicitation

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County District Attorney's

FUNDING CATEGORY: Law Enforcement Training

SUBGRANT NUMBER: W21-8-067

FEDERAL FUNDS: \$ 25,000

MATCHING FUNDS: \$ 8,333

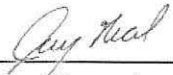
TOTAL FUNDS: \$ 33,333

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

Award is hereby made in the amount and for the period shown above for a grant under the Violence Against Women Act (VAWA) as set out in Title IV, of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violence Against Women Act. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 04/25/23

SUBGRANTEE APPROVAL

 5/23/2023

Signature of Authorized Official Date


Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)



ITEM # 23-0329 RCS 5/17/23
RECESS MEETING

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11xxx	1	01/01/23	9		**	W21-8-067
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11yy2				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	VAWA Continuation	624.41	\$ 25,000

CRIMINAL JUSTICE COORDINATING COUNCIL

S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Fulton County: District Attorney's Office

SUBGRANT NUMBER: W21-8-067

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials RLP

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials RLP

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

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of TTY answering procedures. If a TTY machine is unavailable, the subgrantee agrees to utilize video relay services, video remote interpreting, or comparable service.

Initials RLP

4. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38 which prohibits specific forms of discrimination on the basis of religion, a religious belief, or refusal to attend or participate in a religious practice. Subgrantees may not use federal grant funds for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. Part 38 makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials RLP

5. The subgrantee must comply with all applicable requirements of 28 C.F.R. part 54, which relates to non-discrimination on the basis of sex in certain "education programs."

Initials RLP

6. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials RLP

7. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. The subgrantee agrees that as a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d, or other Federal grant program requirements it must meet two requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42 subpart E, and (2) submitting to the Office for Civil Rights Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 42.205(c)(5)).

Initials RLP

8. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program (EEOP). An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. The Equal Employment Opportunity (EEO) Reporting System will allow you to create your organization's account, then prepare and submit an EEO Certification Form For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare an EEOP and submit it to OCR for review within 120 days of the award date. In addition, your organization must complete Section C of the Certification Form and return it to OCR. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.gov/about/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization must maintain the EEOP on file and make it available for review on request. In addition, your organization must complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <https://ocr-eeop.ncjrs.gov/>.

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

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

Initials RLP

9. Subgrantee agencies are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subgrant conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials RLP

10. Pursuant to U.S. Attorney General Order No. 23532001, and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (non-cash) services necessary to protect life or safety and do not charge for said services based on the recipients' income, may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.) Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. (Department of Justice (2001), Final Specification of

Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.; O.C.A §17-5-100(f)).

Initials RLP

11. The subgrantee agrees to comply with applicable requirements regarding registration and maintaining current information in the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Initials RLP

12. Pursuant to 2 C.F.R. 200.315(b), the Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this subaward, contract or subcontract pursuant to this award and (b) any work that is subject to copyright for which ownership was purchased by a subgrantee or a contractor with support under this award. In addition, the subgrantee (or contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Initials RLP

13. The subgrantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

Initials RLP

14. The subgrantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The grantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

Initials RLP

15. The subgrantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and provide outreach about available services.

Initials RLP

16. The subgrantee agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide. The grantee also agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials RLP

17. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OVW. The subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal, and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 USC 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the subgrantee, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials RLP

18. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific costs limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <https://www.justice.gov/ovw/conference-planning>.

Initials RLP

19. The subgrantee agrees that consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must have prior approval from CJCC prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour.

Initials RLP

20. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

All materials and publications (written, web-based, audio-visual, or any other format) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Initials RLP

21. The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

Initials RLP

22. If the subgrantee uses STOP funds to provide any training to persons outside their agency, they agree to submit an agenda and any training materials to be paid for with the STOP grant for CJCC's approval no later than 30 days prior to the scheduled training.

Initials RLP

23. The subgrantee agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials RLP

24. Law enforcement equipment - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

Initials RLP

25. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OVW award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OVW award, the subgrantee will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials RLP

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

Initials RLP

27. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials RLP

28. The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division, ATTN: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

online: <https://oig.justice.gov/hotline/contact-grants.htm>
or fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

Initials RLP

29. The subgrantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on subgrantee's funds for non-compliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(E) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Initials RLP

30. The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials RLP

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

Initials RLP

32. Subgrantee agencies agree to comply with the core services training and continuation education requirements applicable to their agency type as outlined in the Request for Applications and the application submitted for 2021 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials RLP

33. The subgrantee agrees to comply with the Criminal Justice Coordinating Council Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials RLP

34. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials RLP

35. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and

budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

Initials RLP

36. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim, they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials RLP

37. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

Initials RLP

38. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials RLP

39. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials RLP

40. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award packet. Each subgrantee must sign and return all award documents and all required forms within 45 calendar days of the award date to this [link](#). The adjustment request must be accompanied by an accurate detailed project budget in the format requested by the Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

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

Initials RLP

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

Initials RLP

42. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RLP

43. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials RLP

44. The subgrantee agrees to submit annual electronic progress report(s) on program activities and program effectiveness measures. Information that subgrantees must collect includes but is not limited to 1) number of victims receiving requested services, 2) number of persons seeking services who could not be served, 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents, 4) number of sexual assault nurse examiners trained, and 5) number of victim advocates supported by grant funding.

- i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to Criminal Justice Coordinating Council October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.
- ii. Statistical data describing project performance from programs providing Criminal Justice System Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. CJSSRs describing program outputs (total services delivered, total clients served, etc.) are due annually by March 30th.
- iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice

Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance report is due October 30th.

- iv. Subgrantee agencies providing direct victim services and criminal justice system improvement activities are required to complete a VSSR and CJSSR report.
- v. An annual progress report that collects information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of people seeking services who could not be served is due within 45 days of the end of the annual reporting period, December 31, or by a date set by CJCC.

Initials RLP

45. All VAWA Criminal Justice System Improvement (CJSI) subgrantees must provide a 25% match contribution of cash or in-kind dollars. Victim service providers receiving STOP funds and all SASP subgrantees are exempt from the match requirement.

Initials RLP

46. VAWA CJSI subgrantees may submit match through in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$15.00 per hour. Higher rates must be pre-approved by CJCC.

If using volunteers, the subgrantee agrees to utilize project volunteers that provide direct services. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at

<https://cjcc.georgia.gov/sites/cjcc.georgia.gov/files/Volunteer%20Time%20Record%20%281%29.xlsx>

Initials RLP

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

Initials RLP

48. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees employees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials RLP

49. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials RLP

50. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials RLP

51. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

Initials RLP

52. The subgrantee authorizes the Office on Violence Against Women, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VAWA grant. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after the closeout of the federal award or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336. Contact CJCC for questions related to the disposal of records.

Initials RLP

53. The subgrantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

Initials RLP

54. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials RLP

55. Repeated late submission of any reports may result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials RLP

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

Initials RLP

57. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the recipient is a high-risk subgrantee.

Initials RLP

58. No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal departments or agency authorized to receive such information.

1. In accepting this award, the subgrantee:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized under this award to make subawards, procurement contracts, or both:

- a. It represents that it has determined that no other entity that the recipient's application proposes may or will receive award funds either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials RLP

59. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

Initials RLP

60. The subgrantee agrees to comply with the provisions of 34 USC 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subgrantee also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision on the OVE website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

Initials RLP

61. If providing legal assistance under this subaward, the subgrantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subgrantee. The legal assistance eligibility requirements are:
1. Any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide,
 2. Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials,
 3. Any person or organization providing legal assistance through this Program has informed and

will continue to inform State, Local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4. The subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

Initials RLP

62. The subgrantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Initials RLP

63. Grant funds may be used only for the purposes in the subgrantee's approved application, unless CJCC determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from CJCC.

Initials RLP

64. The subgrantee agrees to attend and participate in CJCC-sponsored technical assistance. Technical assistance includes, but is not limited to, conferences, webinars, peer-to-peer consultations, and workshops. The subgrantee's participation is critical for effective administration of the STOP Formula Grant program and to ensure adherence to statutory provisions.

Initials RLP

65. The subgrantee agrees to submit any and all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions, see Special Condition #42. (Non-profits only)

Initials RLP

66. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly, CJCC may deobligate the remaining funds from each respective quarter.

Initials RLP

67. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees, or individuals defined (for purposes of this condition) as "employees" of the recipient subgrantee. The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials RLP

68. The subgrantee must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Criminal Justice Coordinating Council no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials RLP

69. No subgrantee may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials RLP

70. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials RLP

71. The subgrantee, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions>. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials RLP

72. The subgrantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Initials RLP

73. The subgrantee agrees to, as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subgrantees

obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials RLP

74. The subgrantee must have a policy or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials RLP

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

[Signature]

5/23/2023

Authorized Official Signature

Date

Robert H. Pitts

Print Authorized Official Name

5/23/2023

Title

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



ITEM # *23-0329* RCS *5/17/23*
RECESS MEETING



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

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

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



5/23/2023

6. Date



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

5/23/2023
Date

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Robert L. Pitts, Chairman

Name and Title of Authorized Representative

Robert L. Pitts

Signature

5/23/2022

Date

Fulton County Government

Name of Organization

141 Pryor Street, S.W. Atlanta, GA 30303

Address of Organization

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT EXPENDITURE REPORT/REQUEST FOR FUNDS # 1
FEDERAL GRANT # 15JOVW-21-GG-00575

SUBGRANT #: W21-8-067

EXPENDITURES FOR THE PERIOD OF _____ THRU _____ FINAL RPT? (Y/N) _____

SUBGRANTEE: Fulton County Board of Commissioners

141 Pryor Street SW 10th Floor FUNDING CATEGORY: Law Enforcement Training
Atlanta, GA 30303-3444

PROJECT PERIOD: 01/01/23 to 06/30/23

COMBINED FEDERAL & MATCH EXPENDITURES					
	APPROVED BUDGET	PREVIOUSLY N/A THIS RPT	APPROVED EXPENDITURES N/A THIS RPT	REMAINING BALANCE	EXPENDED THIS PERIOD
PERSONNEL	\$ 33,333	\$ 0	\$ 0	\$ 33,333	\$
EQUIPMENT	0	0	0	0	
SUPPLIES	0	0	0	0	
TRAVEL	0	0	0	0	
PRINTING	0	0	0	0	
OTHER	0	0	0	0	
TOTAL	\$ 33,333	\$ 0	\$ 0	\$ 33,333	\$
FEDERAL	25,000	0	0	25,000	
MATCH	8,333	0	0	8,333	

EARNED PROJECT INCOME FOR THE PERIOD: FORFEITED \$ _____ OTHER \$ _____	EARNED PROJECT STATUS INCOME FOR THE PERIOD: EXPENDED \$ _____ UNEXPENDED \$ _____
--	---

CERTIFICATION: I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

SUBGRANTEE OFFICIAL APPROVAL:

PREPARED BY: _____

OFFICIAL'S SIGNATURE _____

DATE 5/3/23

PHONE NUMBER: _____

TYPED NAME & TITLE Robert L. Petty, Chairman



FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY					
SUBGRANT #:	W21-8-067	AMOUNT REQUESTED THIS REPORT: _____			
SUBGRANT AWARD:	\$ 25,000	REVIEWED BY (INITIALS & DATE): _____			
REQUESTED TO DATE:	_____	AUTHORIZED BY _____ DATE _____			
BALANCE:	_____	_____			
* Substantiated _____		Advanced _____			

FOR ACCOUNTING USE ONLY						DISCOUNT	PO/AUTH	PAY DATE
DEPARTMENT	FUND SOURCE	PROJECT	PROGRAM	CLASS	ACCOUNT	INVOICE	AMOUNT	
4710606000	11yy2	11xxx	0630104	315	707002	W21-8-067E01		

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known :			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known :			9. Award Amount, if known : \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Robert L. Peltz</u> Title: <u>Chairman</u> Telephone No.: <u>404-612-8200</u> Date: <u>5/23/2008</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



ITEM # 23-1329 RCS 5/17/2008
 RECESS MEETING

FIRST AMENDMENT OF AGING SUBGRANT AGREEMENT

THIS FIRST AMENDMENT is entered into as of the 1st day of January 2024, by and between FULTON COUNTY BOARD OF COMMISSIONERS on behalf of Fulton County, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSTH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2023, in which Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate Subgrantee for the performance of such services, all as more fully set forth in said agreement; and

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

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

1. Section 5, Compensation, is hereby deleted in its entirety and replaced with: *"The total cost of the work as defined in Attachment A is \$3,935,391.45. ARC shall reimburse an amount not to exceed \$3,708,454.71 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."*
2. The budget page labeled "SFY 2024 Multi-Funded Funded Budget" is hereby deleted in its entirety and replaced with the budget page labeled "SFY 2024 Multi-Funded Funded Budget, Amendment #1", as attached hereto.

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

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

ATTEST

Janice R. Adams



FULTON COUNTY BOARD
OF COMMISSIONERS

By: Robert L. Potts

Title: Robert L. Potts, Chairman

ATLANTA REGIONAL COMMISSION

ATTEST

Assistant Secretary

Executive Director

Chair

Fulton County Board of Commissioners
SFY 2024 Multi-Funded Budget
Amendment #1

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	408AA2	122,214.84	122,214.84	0.00
Fulton County Board of Commissioners [Parent]	CBS - Alzheimer's State	408AC2	17,164.68	17,164.68	0.00
Fulton County Board of Commissioners [Parent]	CBS - Case Management State	408AC7	100,922.34	100,922.34	0.00
Fulton County Board of Commissioners [Parent]	CBS - HCBS State	408AC1	946,619.32	946,619.32	0.00
Fulton County Board of Commissioners [Parent]	CBS - Respite Care State	408AC6	99,244.09	99,244.09	0.00
Fulton County Board of Commissioners [Parent]	NSIP - ACL	408AU1	154,922.02	154,922.02	0.00
Fulton County Board of Commissioners [Parent]	NSIP - SSBG Supplemental	408AU3	33,664.70	33,664.70	0.00
Fulton County Board of Commissioners [Parent]	NSIP - State	408AU2	199,799.29	199,799.29	0.00
Fulton County Board of Commissioners [Parent]	OAA Title III B - Supportive Services	408AS1	807,343.34	726,609.01	80,734.33
Fulton County Board of Commissioners [Parent]	OAA Title III C1 - Congregate Meals	408AS6	479,102.48	431,192.33	47,910.15
Fulton County Board of Commissioners [Parent]	OAA Title III C2 - Home Delivered Meals	408AS7	843,553.36	759,198.44	84,354.92
Fulton County Board of Commissioners [Parent]	OAA Title III E - Family Caregiver Support	408AS3	88,178.73	79,360.86	8,817.87
Fulton County Board of Commissioners [Parent]	SSBG - HCBS	408AS2	42,662.26	37,542.79	5,119.47
Fulton County Board of Commissioners [Parent] Total			3,935,391.45	3,708,454.71	226,936.74
Grand Total			3,935,391.45	3,708,454.71	226,936.74