

AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of October, 2021, by and between ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and DEKALB COUNTY BOARD OF COMMISSIONERS (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 October 1, 2021. 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, 2022. 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 term dictated in the Notice of Funding Availability.
5. Compensation. The total cost of the work as defined in Attachment A is \$ 242,634.00. ARC shall reimburse an amount not to exceed \$ 242,634.00 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 to 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 among 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 in 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 6 above, ARC's Executive Director hereby designates the Director of the Center for Community Services, as his agent ("Cognizant Center Director") 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 41 CFR 29-70 or 45 CFR 74, 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 it 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 30 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 41 CFR 29-70 or 45 CFR 74, 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 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 in 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 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 74, 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 41 CFR 29-70 or 45 CFR 74 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 60 and over assessed as appropriate, by providing supportive services;
 - ii. target services to adults aged 60 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,” U.S. Office of Management and Budget Circular Nos. A 21, “Cost Principles for Educational Institutions,” and A 133, “Audits of States, Local Governments and Non-Profit Organizations,” or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. 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, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
 - 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 41 CFR 29-70, 45 CFR 74, 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 41 CFR 29-70, 45 CFR 74, 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 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 Cognizant Center Director 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 Cognizant Center Director shall have the right to present witnesses and give evidence concerning the question of fact at such 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 Cognizant Center Director.

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 Cognizant Center Director.

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

DEKALB COUNTY BOARD OF COMMISSIONERS

ATTEST

By: _____

Title:

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

ATTEST:

ARC Assistant Secretary

By: _____
Executive Director

By: _____
Board Chair

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 FY 2022 Atlanta Regional Commission Budget sheet, 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. Provide Home Delivered Meals (inclusive of shelf stable meals) for adults age 60+, under the Consolidated Appropriations Act funding (CAA).
2. 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.
3. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.
4. Meet all reporting and data requirements consistent with ARC and DHS/DAS procedures. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.
5. Notify ARC promptly of any deviations from the approved SFY 2022 Atlanta Regional Commission Provider Budget sheet, incorporated herein by reference. Such notification must be requested in writing to make any changes in the SFY 2022 Atlanta Regional Commission Provider Budget sheet and await ARC approval.
6. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.
7. Ensure that recipients of services funded by ARC utilizing the DHS/DAS Consolidated Appropriations Act (CAA) funding 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.
8. 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.
9. 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.

Create invoices as designated by ARC consistent with the SFY 2022 Atlanta Regional Commission Budget sheet incorporated herein by reference, to include, but not limited to units of service performed, 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.

HOME DELIVERED MEALS Consolidated Appropriations Act (CAA) funding

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

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

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

Sub-grantee shall provide all services in accordance with all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in “Provider Budget Sheet”.

Provider	Base Fund Source	Allocation Amount									
DeKalb	HDCS HD Meals	242,634.41									

Provider	Program	Service	Fund Source	Initial Budget Allocation	Adjustment	New Budget Allocation	Unit Cost	Contracted Units	Persons Served	Program Income - Voluntary Client Contr.	Program Income - Cost Share
DeKalb County Government [Parent]	HCBS - Nutrition Services	Home Delivered Meals	HDCS HD Meals Unit Cost	\$ 242,634.41	\$ -	242,634.41	\$ 7.00	34,662.06	191		
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Total				\$ -	\$ 242,634.41	\$ 242,634.41		34,662	191	\$ -	\$ -
Variance				\$ 242,634.41							

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

ATTACHMENT C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, July 1, 2021 ("Effective Date"), is entered into by and between Dekalb County Board of Commissioners (the "Contractor"), and the Atlanta Regional Commission (the "Covered Entity"), (each a "Party" and collectively the "Parties").

WITNESSETH:

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

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

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

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

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

1. Services Agreements.

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

1.2 Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

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

and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.

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

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

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

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

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

3. Contractor Covenants. Contractor agrees to:

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

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Contractor with respect to the PHI;

3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity

shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;

3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.

3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)B).

4. Covered Entity Covenants.

4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

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

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

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

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

request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.

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

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

10. Representations and Warranties.

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

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

11. Term.

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

12. Termination.

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

12.2. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the

Covered Entity makes the determination that Contractor has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

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

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

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

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

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

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

Covered Entity:

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

Contractor:

Dekalb County Office of Aging
39 Rogers Street, NE
Atlanta, GA 30317

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:

Dekalb County BOC

Atlanta Regional Commission
Executive Director

Form 1: CONTRACTOR/VENDOR INFORMATION

Legal name & address
of entity:

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

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

Legal entity status (please mark all that apply):

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

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

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

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

E-verify Status: _____ Registered: E-verify Number _____ DUNS Number _____
_____ Not Registered

Is this contractor/vendor a:

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

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

Attach a copy of current certification(s).

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

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

Certified true and correct:

Name: _____

Signature: _____

Title: _____

Date: _____

**Form 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

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

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

2. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

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

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**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 or perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires: