

AGING SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of October, 2023, by and between DEKALB COUNTY BOARD OF COMMISSIONERS on behalf of DeKalb County, Georgia (hereinafter referred to as the “Subgrantee”) and ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”).

WITNESSETH THAT:

WHEREAS, ARC desires to engage Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the “Project”) which is to be wholly or partially financed by a grant from the United States Department of Transportation (“DOT”) and 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, Subgrantee desires to render such services in connection with the Project;

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

1. Engagement of Subgrantee. ARC hereby agrees to engage Subgrantee and Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this Agreement, nor act of Subgrantee or act of ARC in the performance of this Agreement shall be construed as constituting the Subgrantee as an agent, servant, or employee of ARC. Neither party to this Agreement shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
3. Scope of Services. Subgrantee shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment A, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale Counties), as further specified in Attachment A hereto.
4. Time of Performance. The effective date of this Agreement is October 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 **September 30, 2024**. Due dates in this Agreement are based on calendar days. If any due date falls on Saturday, Sunday, or ARC holiday, then the due date shall be the next ARC business day. This Agreement shall be bound by the terms dictated in the Notice of Funding Availability.
5. Compensation and Method of Payment. Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, attached hereto and made a part hereof. The total cost of the work as defined in Attachment A is **\$23,991.25**. ARC shall reimburse an amount not to exceed **\$19,193.00** for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by Subgrantee.
6. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Subgrantee (executor) and ARC’s Executive Director. However, Subgrantee’s executor and ARC’s Executive Director shall each have the right to designate, in writing to the other, an agent to act on his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.
7. ARC’s Designated Agent. According to Paragraph 6 above, ARC’s Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations regarding this Agreement.

8. Approval of Subcontracts. None of the work or services to be performed under this Agreement by Subgrantee shall be subcontracted without the prior written of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent for review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, Subgrantee shall provide ARC with such documentation as requested and required regarding the method Subgrantee used in selecting the subcontractor. Subgrantee acknowledges that if work or services performed pursuant to this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Subgrantee agrees to abide by such regulations in its selection process.
9. Prompt Payment and Retainage. Subgrantee agrees to pay each subcontractor under this Agreement, for satisfactory performance of its contract, no later than thirty (30) days from the receipt of each payment Subgrantee receives from ARC. Subgrantee further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises ("DBE") and non-DBE subcontracts.

Any subgrantee found to be not in compliance with this Paragraph 9, will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.
10. Subgrantee's Personnel. Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve (12) months, except with the express prior written consent of ARC. Further, Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement without the express prior written approval of ARC.
11. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
12. Interest of Subgrantee. Subgrantee covenants that neither Subgrantee, nor anyone controlled by Subgrantee, controlling Subgrantee, or under common control with Subgrantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Subgrantee's service hereunder in an impartial and unbiased manner. Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subgrantee as an agent, subcontractor or otherwise. If Subgrantee contemplates taking some action which may constitute a violation of this Paragraph 12, Subgrantee shall request in writing the advice of ARC, and if ARC notifies Subgrantee in writing that Subgrantee's contemplated action will not constitute a violation hereof, then Subgrantee shall be authorized to take such action without being in violation of this Paragraph 12.
13. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
14. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner, or employee of the United States government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.

15. Assignability. Subgrantee shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC.
16. Amendments. ARC may require changes to this Agreement. Such changes, including any increase or decrease in the amount of Subgrantee's compensation shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and/or Chair, as applicable per the ARC's Bylaws.
17. Insurance. Subgrantee shall have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall include, at least, Workers' Compensation, Public Officials Liability, and General Liability coverages.
18. Liability and Indemnification. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this Agreement and cause a claim, demand, suit, or other action to be brought by any person, firm, or corporation.

Except for the above-mentioned governmental entities, all other Subgrantees agree to indemnify and hold harmless ARC 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. The indemnification obligations of this Paragraph 18 shall survive the termination of this Agreement.

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

19. Reports. Subgrantee shall furnish ARC with monthly report submissions, verifications, and signature forms, in such form as may be specified by ARC, describing the work accomplished by Subgrantee.
20. Financial Reports. In addition to other records required by this Agreement, Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Funding Agencies.
21. Program Fraud and False or Fraudulent Statements or Related Acts. Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subgrantee to the extent the Federal Government deems appropriate.

Subgrantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subgrantee, to the extent the Federal Government deems appropriate.

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

22. Review and Coordination. To ensure adequate assessment of Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. Subgrantee may be required to meet with designated representatives of ARC or the Funding Agencies to review such work and services. Reasonable notice of such review meetings shall be given to Subgrantee.
23. Inspections. Authorized representatives of ARC and the Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. All reports, studies, records, and computations prepared by or for Subgrantee shall be made available to authorized representatives of ARC, the Funding Agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incorrect information provided by ARC. Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 2 CFR 200.334 or 45 CFR 75, or 45 CFR 92, as appropriate, and by GDHS's required five (5) year record retention from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the five (5) year period, records shall be retained until such litigation, claim or audit is resolved. Subgrantee shall include the provisions of this Paragraph 23 in any subcontract executed in connection with this Project.
24. Maintenance of Costs Records. Subgrantee maintains all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by ARC, the Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. Subgrantee shall include the provisions of this Paragraph 24 in any subcontract executed in connection with this Project.
25. No Obligation by the Federal Government. ARC and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Subgrantee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Subgrantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontract who will be subject to its provisions.

26. Rights in Documents, Materials and Data Produced. Subgrantee agrees that all reports, studies, records, and other data prepared pursuant to the terms of this Agreement shall be the property of ARC upon termination or completion of the work. ARC and the Funding Agencies shall have the right to use the same without restriction or limitation and without compensation to Subgrantee other than that provided for in this Agreement. For purposes of this Agreement, "data" includes writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subgrantee or its subcontractors. Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Funding Agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.
27. Data and Software Licensing. During performance of the work covered by this Agreement, ARC may provide certain data or software products such as aerial photography or commercially available planning data and software, to Subgrantee that have been obtained from various sources under specific licensing agreements. Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for Subgrantee or its subcontractors to use the data or software for the work covered by this Agreement only. Subgrantee shall not redistribute, republish or otherwise make this data or software available to any not covered by this Agreement. Subgrantee or any subcontractor(s) shall not use this data or software for any work not covered by this Agreement. Subgrantee further acknowledges that upon completion of the Project covered

by this Agreement all data and software provided by ARC, shall be returned to ARC and all copies of the data or software residing on Subgrantee's or its subcontractor's computer systems shall be removed.

28. Publication and Publicity. Articles, papers, bulletins, presentations, reports, or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented to the governing authority of Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Subgrantee within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations, or disagreements regarding such material, shall accompany the material presented in such form as ARC shall specify.
29. Identification of Documents. All reports, surveys, and other documents completed under this Agreement shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the United States Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.
30. Compliance with Requirements of the Funding Agencies. Subgrantee shall be bound by the applicable terms and condition of the grant contract between ARC and the Funding Agencies which said grant contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC will notify Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Funding Agencies.
31. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein, notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subgrantee shall not perform any act, fail to perform any act, or refuse to comply with any ARC requests which would cause ARC to be in violation of the FTA terms and conditions.
32. Federal Changes. Subgrantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the master agreement between ARC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subgrantee's failure to so comply shall constitute a material breach of this Agreement.
33. Assurances. Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 23 CFR 450, "FHA Planning Assistance and Standards," 49 CFR 23, "Participation of Disadvantaged Business Enterprise in Airport Concessions," or 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," or other requirements imposed by ARC or the Funding Agencies concerning requirements of law or Project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Subgrantee gives assurance and certifies with respect to this Agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of Subgrantee's governing body, authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.

- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- iv. It shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- v. It shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Funding Agencies may require.
- vi. It agrees to comply with such rules, regulations or guidelines as ARC or the Funding Agencies may issue to implement the requirements of this Paragraph 33.
- vii. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- viii. It will comply with the applicable provisions of the Hatch Act which limits political activity of employees.
- ix. It 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.

- x. It will insure, for subgrant contracts not involving federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the 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.
- xi. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the United States Department of Labor regulations (41 CFR Part 60).
- xii. It agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder.
- xiii. It agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Subgrantee further agrees to include the provisions of the foregoing Paragraph 33 in each subcontract for services hereunder.

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

b. For agreements exceeding \$100,000.00 in federal financial assistance:

- i. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

34. Certifications.

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

35. Project Administration.

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

36. General.

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

37. Standards for Service Performance.

- a. Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the GDHS, Georgia Department of Labor, the Administration on Aging, United States Department of Health and Human Services or any other funding entity.

- b. Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in Paragraph 16, Amendments, herein.
 - c. Subgrantee acknowledges that ARC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.
 - d. Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this Agreement are a part of said Area Plan.
 - e. Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.
38. Denial or Termination of Services to Clients. Subgrantee agrees, with respect to any individual who is a potential Project participant or a potentially aggrieved Project participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by Subgrantee's governing body and posted prominently at every service delivery site.
39. Termination for Mutual Convenience. ARC or Subgrantee may initiate termination of this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written 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. 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 Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by Subgrantee prior to termination.
40. Termination for ARC's Convenience. ARC may terminate this Agreement at any time by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this Agreement is terminated by ARC as provided in this Paragraph 40, Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by Subgrantee up to and including the effective date of such termination, as authorized in Attachment B. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for include in Project costs.
41. Termination for Cause. If through any cause, Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Subgrantee has or shall violate any of the covenants, representations or stipulations of this Agreement, ARC shall thereupon have the right to terminate this Agreement by giving at least five (5) days written notice to Subgrantee of such termination and specifying the effective date thereof. In such an event, all information and materials produced under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. Subgrantee shall be entitled to receive just and equitable compensation for 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, Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC caused by Subgrantee's breach. ARC may withhold any payments to Subgrantee for the purpose of set-off for damages caused by Subgrantee's breach, until the exact amount of such damages is determined.

42. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available, then, upon written notice to Subgrantee, this Agreement may be immediately terminated without further obligation of ARC.
43. Suspension Due to Non-Availability of Funds. The 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 Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Subgrantee prior to the date of suspension to the extent that they are noncancelable.
44. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be decided by ARC's Chief Operating Officer who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to Subgrantee.

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

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

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

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

45. 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 acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews or other restrictions of movement, or civil disorder and such nonperformance will not be default under this Agreement nor basis for termination for cause. Nothing in this Paragraph 45 shall be deemed to relieve Subgrantee from its liability for work performed by any subcontractor.
46. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.
47. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia and all questions of interpretations and construction shall be construed by the laws of Georgia.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

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

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

**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 2024 Atlanta Regional Commission Budget Exhibit, 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 transportation services which meet the needs of adults **65** and older and persons with disabilities in the 10 County Metro Atlanta region including Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale counties as submitted in the proposal which is by reference made a part of this contract.
2. Comply with policies and procedures specified in the DHS Transportation Manual and ensure compliance by all subcontractors as well. Ensure all required licensures, certifications, and inspections are up to date and meet DHS, FTA, 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.
3. Ensure recipients of services funded by ARC utilizing the DHS 5310 circular 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 standards.
4. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings.
5. Meet all required fiscal and programmatic deadlines for reporting and data requirements consistent with ARC and DHS procedures. Create monthly invoices as designated by ARC consistent with the FFY 2024 Atlanta Regional Commission Budget Exhibit incorporated herein by reference. ARC will send out the FY24 programmatic data report & invoicing template, as required by ARC for reimbursement. All invoices and additional reporting data must be submitted by the 5th day of the following month.
6. Participate in ARC on site financial and program monitoring and conduct annual independent monitoring of all sub-contractors and/or voucher programs.

7. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS. Fees generated must be used to expand service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.
8. Promptly notify ARC of any deviations from the approved FFY 2024 Atlanta Regional Commission Budget Exhibit incorporated herein by reference. Such notification must be requested in writing to make any changes in the FFY 2024 Atlanta Regional Commission Budget sheet and await ARC approval.
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 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.

**ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT**

**ATTACHMENT B
COMPENSATION AND METHOD OF PAYMENT**

I. Compensation: In no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$286,922.50, which includes the local match. A breakdown of this budget is listed in "Exhibit B-1, Contract Budget," which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes. The Subgrantee expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

II. Method of Payment: The following method of payment will be used for this project:

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall submit to ARC an invoice for payment documenting work performed during the invoice period. Any work for which payment is requested may be disallowed at ARC's reasonable discretion if not properly documented in the required monthly programmatic data report.

B. Invoices: Invoices shall be submitted to: 5310@atlantaregional.org

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses, but not more often than once a month.

Subgrantee's monthly invoices and monthly narrative progress reports are to be received by ARC no later than the 5th day of the following month. Invoices shall include a description of work completed, a unique invoice number, the period of performance in which the work completed took place, and a valid payment address. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

C. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

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

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

- IV. Financial Management System: The Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in the Common Rule.
- V. Property Management Standards. The Subgrantee certifies that its property management standards for nonexpendable personal property, as defined in the Common Rule acquired in whole or in part with funds provided by ARC through this Contract currently comply and will continue to comply with all of the standards for property management specified in The Common Rule. The Subgrantee agrees that it will abide by the procedures specified in the Common Rule governing ownership, use and disposition of nonexpendable personal property acquired in whole or in part with funds provided by ARC through this Contract.
- VI. Audits. The Subgrantee shall cause audits to be accomplished in a manner consistent with the Common Rule, OMB Circulars A-128 or A- 133 as appropriate. Copies of all of the reports resulting from said audits shall be submitted to ARC no later than 30 calendar days after they are received by the Subgrantee.
- VII. MBE by Minority Business Enterprise in Department of Transportation Programs
 - A. Policy. It is the policy of ARC and the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.
 - B. MBE Obligation. The Consultant (or Subgrantee) agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

DeKalb
5310 FY'24 Budget

Grant FTA Section 5310

Provider	Activity	FY Cost Center	Federal Allocation (Payment Amount)	Local Match	Contract Amount
DeKalb	Capital	408ED3	19,193.00	4,798.25	23,991.25
DeKalb Total			19,193.00	4,798.25	23,991.25
Grand Total			19,193.00	4,798.25	23,991.25

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

ATTACHMENT C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, October 1, 2023 ("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 Board of Commissioners
30 Warren Street
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: