

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: 12/7/20

ITB # _____ RFP# _____ RFQ# _____
 PSA _____ Agenda Item _____ Change Order # _____
 GSA/SWC # _____ Other (specify) _____

Processed by: Sophia Thomas, Title: Procurement Technician Amount: \$2,407,439.46
Revenue Generating Yes No

BOC Award/Approval Date: N/A
Company Name: Atlanta Regional Commission (ARC)
Oracle Contract Number: 1219174
Project Title: Amendment #1 for Contract AG2106

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER

Approved by: _____, Title: Procurement Manager Date: _____
Comments/Notes: _____

FOR USE BY THE COUNTY LAW DEPARTMENT

Date Received _____ Date Sent to P&C: _____
Law Department Log Number: _____ Reviewing Attorney: _____
Action Taken: (include date and signature on approved line): _____
Returned to Purchasing and Contracting: _____ Received from reroute (if applicable): _____
Approved: _____
Comments/Notes: _____

**Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.*

FOR USE BY THE USER DEPARTMENT

Department: Human Services
Department Signature: _____ Date: _____
Contract Purpose: _____

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: _____ Date Out: _____
Action Taken: (include date and signature on approved line): _____
Returned: Purchasing & Contracting Approved: _____
Comments/Notes: _____

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK

Director of Finance (for review)

Signature Received Date Out
 County Clerk (attestation and review)

Signature Received Date Out

FIRST AMENDMENT OF AGING SUBGRANT AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of December 2020, by and between DeKalb County Board of Commissioners, (hereinafter referred to as the “Subgrantee”) and the Atlanta Regional Commission, (hereinafter referred to as “ARC”).

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2020, in which the Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set forth in said contract; and

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

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

1. Section 5, Compensation, shall be amended to read, “The total cost of the work as defined in Attachment A is \$ 2,407,439.46. ARC shall reimburse an amount not to exceed \$ 2,246,678.36 for the performance of all things for or incidental to the performance of work.”
2. The budget page, labeled “DeKalb County FY21 OAA Budget,” is hereby deleted in its entirety and replaced with the budget page, labeled Amendment 1, as attached.

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

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

ATTEST:

DEKALB COUNTY BOARD OF COMMISSIONERS

By: Signatures provided on following page

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

Title: _____
Chair

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

by **Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Department Director

Department Director Name (Typed or Printed)

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

AMENDMENT 1

Dekalb County FY'21 OAA Budget												
Service	Fund Source	Cost Center	Contracted Units	Unit Cost	Contract Staging		Contract Amount	Local Match	Payment Amount	Other Funds	Persons Served	Leveraged Units
					Amount							
Case Management	CBS - Case Management State (Unit Cost)	108AC7	9,431.00	7.93	\$	74,783.48	74,783.48	-	74,783.48		204.00	
Case Management	OAA Title III B - Supportive Services (Unit Cost)	108AS1	13,209.00	7.93	\$	104,746.80	104,746.80	10,474.68	94,272.12		376.00	
Case Management	OAA Title III E - Family Caregiver Support (Unit Cost)	108AS3	9,273.00	7.93	\$	73,528.96	73,528.96	7,352.90	66,176.06		201.00	
Case Management	SSBG - HCBS (Unit Cost)	108AS2	3,294.00	7.93	\$	26,115.79	26,115.79	3,133.89	22,981.90		71.00	
Congregate Meals	OAA Title III C1 - Congregate Meals (Unit Cost)	108AS6	25,134.00	6.22	\$	156,330.24	156,330.24	15,633.02	140,697.22		559.00	
Congregate Meals	OAA Title III C1 Congregate Meals (Line Item)	108AS6			\$	591,390.76	591,390.76	59,139.07	532,251.69			
Home Delivered Meals	NSIP - ACL (Line Item)	108AU1			\$	122,724.56	122,724.56	-	122,724.56			
Home Delivered Meals	NSIP - SSBG Supplemental (Unit Cost)	108AU3	2,710.00	10.44	\$	28,287.60	28,287.60	-	28,287.60		15.00	
Home Delivered Meals	NSIP - State (Unit Cost)	108AU2	15,403.00	10.44	\$	160,801.94	160,801.94	-	160,801.94		85.00	
Home Delivered Meals	OAA Title III C2 - Home Delivered Meals (Unit Cost)	108AS7	39,323.00	3.84	\$	150,997.23	150,997.23	15,099.72	135,897.51		151.00	
Home Delivered Meals	OAA Title III C2 Home Delivered Meals (Line Item)	108AS7			\$	136,841.24	136,841.24	13,684.12	123,157.12			
Homemaker	Alzheimer's Program State (Unit Cost)	108AA2	2,490.00	25.00	\$	62,242.51	62,242.51	-	62,242.51		45.00	
Homemaker	CBS - Alzheimer's State (Unit Cost)	108AC2	265.00	25.00	\$	6,604.98	6,604.98	-	6,604.98		5.00	
Homemaker	OAA Title III B - Supportive Services (Unit Cost)	108AS1	7,040.00	25.00	\$	176,000.00	176,000.00	17,600.00	158,400.00		146.00	
Personal Care	Alzheimer's Program State (Unit Cost)	108AA2	2,490.00	25.00	\$	62,242.51	62,242.51	-	62,242.51		102.00	
Personal Care	CBS - Alzheimer's State (Unit Cost)	108AC2	265.00	25.00	\$	6,604.98	6,604.98	-	6,604.98		11.00	
Personal Care	OAA Title III B - Supportive Services (Unit Cost)	108AS1	1,800.00	25.00	\$	45,000.00	45,000.00	4,500.00	40,500.00		80.00	
Respite Care In-Home	CBS - Respite Care State (Unit Cost)	108AC6	3,508.00	25.00	\$	87,695.85	87,695.85	-	87,695.85		11.00	
Respite Care In-Home	OAA Title III E - Family Caregiver Support (Unit Cost)	108AS3	40.00	25.00	\$	998.15	998.15	99.82	898.33		1.00	
Transportation	CBS - HCBS State (Unit Cost)	108AC1	6,257.00	30.86	\$	193,063.11	193,063.11	-	193,063.11		126.00	
Transportation	OAA Title III B - Supportive Services (Unit Cost)	108AS1	4,551.00	30.86	\$	140,438.77	140,438.77	14,043.88	126,394.89		445.00	
Total Awarded:							2,407,439.46	160,761.10	2,246,678.36	-	2,634.00	\$ -

AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of July, 2020, 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 July 1, 2020. 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, 2021. 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 \$ 2,234,096.66. ARC shall reimburse an amount not to exceed \$ 2,091,895.38 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 program performance report 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 program performance report 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 program performance reports, 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.

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.
 - iv. Supportive services include: (a) access services such as outreach, transportation, information/assistance and case management; (b) leisure activities; (c) nutrition education; (d) nutrition screening; (e) nutrition counseling; (f) shopping assistance; (g) health screening; and (h) group counseling. 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.

- c. 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).

For subgrant contracts involving either full or partial Federal financial assistance for construction program(s):

- a. Will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
- b. will have sufficient funds available to meet the non-federal share of the cost for construction programs and that it will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- c. will obtain ARC's written approval of the final working drawings and specifications before the program is advertised or placed on the market for bidding; that it will construct the facility, or cause it to be constructed, to final completion in accordance with the application and ARC approved plans and specifications; that it will submit to ARC for prior written approval changes that alter the costs of the program, use of space, or functional layout; and that it will not enter into a construction contract(s) for the program without such prior written approval.
- d. Will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as ARC may require.
- e. Will operate and maintain the facility in accordance with, at least, the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
- f. will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703) and the Americans With Disabilities Act, as appropriate. The Subgrantee will be responsible for conducting inspections to ensure compliance by the contractor with these specifications.
- g. will cause work on the program to be commenced within a reasonable time after receipt of written notification from ARC that funds have been approved, and the program to be prosecuted to completion with reasonable diligence, but no later than the expiration date of this contract, unless an earlier completion date is specified in Attachment "A" of this contract.
- h. Will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds.

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. Subgrantee must utilize one of the following methods to comply with this requirement:

- a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at www.ga.cogentid.com and follow the instructions provided at that website; or
- b. Subgrantee will contact the Georgia Department of Human Services (DHS) or one of the local county Department of Family and Children Services (DFCS) offices listed below and schedule a Live Scan appointment:

DHR 2 Peachtree Street, NW, Atlanta	404-463-0100 or 404-657-5723
Gwinnett County DFCS	678-518-5651
Henry County DFCS	770-954-2337

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 personal care homes required to be licensed, permitted, or registered by GDHS.

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 Department 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 Department 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 his decision concerning the question of fact in writing to the Subgrantee and to ARC's Cognizant Department 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 Department 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: Signatures follow in counterparts

Title:

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

ATTEST:

Douglas R. Hooker
By: Douglas R. Hooker (Dec 1, 2020 21:34 EST)

Executive Director

WK
By: _____
Chair

Brittany Zwald
ARC Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

ATLANTA REGIONAL COMMISSION DEKALB COUNTY, GEORGIA

By: Signatures precede _____ (SEAL)
Signature

MLT
Signed by: Michael Thurmond
Date & Time: 28 Oct 2020 17:20:48 EDT
by Dir. (SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

Barbara Sanders-Norwood
Signed by: Barbara Sanders-Norwood
Date & Time: 19 Nov 2020 16:48:25 EST

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Damon Scott

Signed by: Damon Scott
Date & Time: Aug 01, 2020 09:55:56 EDT
Department Director

James Moore

Asst. County Attorney Signature
Laura Moore

Asst. County Attorney Name (Typed or Printed)

**ATLANTA REGIONAL COMMISSION AREA ON AGING SUBGRANT CONTRACT
ATTACHMENT A - SCOPE OF SERVICES**

Sub-grantee work under this contract will support the Atlanta Regional Commission (ARC) Aging and Independence Services strategy for service delivery and work plan as enumerated in the attached SFY 2021 Atlanta Regional Commission Distribution of Resources, including the number of units and persons to be served, in a manner consistent with the Scope of Services as outlined below, and all applicable Federal, State and ARC standards.

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

1. Ensure compliance with all Atlanta Regional Commission (ARC), Georgia Department of Human Services, Division on Aging Services (DHS DAS), and Administration of Community Living standards, guidelines, policies, procedures, and updates.
2. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.
3. Services provided by subgrantee and funded by ARC, must enter all match dollars and units provided in the data management system as designated by ARC.
4. Demonstrate and document efforts in the generation of program income to augment its budget for services; and provide documentation upon request of expenditures related to other funds identified as leveraged funds in uniform cost methodology document and/or in written proposal.
5. Meet all reporting and data requirements consistent with ARC and DHS DAS procedures and the DHS Uniform Cost Methodology and format. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.
6. Notify ARC promptly of any deviations from the approved SFY 2021 Atlanta Regional Commission Distribution of Resources, incorporated herein by reference, to include, but not limited to units of service, funding allocations, program structure, and service delivery sites. Such notification must be requested in writing to make any changes in the SFY 2021 Atlanta Regional Commission Distribution of Resources and await ARC approval.
7. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.
8. Ensure that recipients of services funded by ARC utilizing the DHS DAS grant (including Older Americans Act, Title III, SSBG, CBS or Income Tax Check-off fund sources) are subject to approved screening and assessment tools as determined by ARC at initial assessment and subsequent reviews; and that said assessments reviews are administered by appropriate, qualified staff in accordance with DHS/DAS standards.
9. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS DAS. Fees generated must be used to expand the service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.
10. Ensure that all required licensures, certifications, and inspections are up to date and meet DHS/DAS, ARC, State of Georgia, city, and/or municipality/ jurisdictional requirements, and promptly address the renewal and expiration of said requirements, to include mandated staff trainings and recertification.

11. Comply with all Health Information Privacy and Accountability Act (HIPAA) regulations and abide by all state and federal laws, rules and regulations, and ARC, DHS/DAS policies and procedures including implementing appropriate security procedures to protect the confidentiality of client records, identity and status information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time. Contractor further agrees to implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews and/or maintained in automated or manual systems, including laptop computers, fax, email, phones, and web-based systems, as is hereby acknowledged by affixing signature to Attachment "C" - Business Associate Agreement.
12. Maintain waiting lists for the following services: transportation, senior center enrollment and congregate meals in the data management system as designated by ARC. Screening of clients for services must comply with DHS/DAS policy. ARC will maintain waiting lists for the following services: home delivered meals, homemaker, personal care, caregiver, kinship care and case management.
13. Create invoices as designated by ARC consistent with the SFY 2021 Atlanta Regional Commission Distribution of Resources incorporated herein by reference, to include, but not limited to units of service performed, funding source expended, and any other documentation required by ARC for reimbursement.

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

CASE MANAGEMENT

Description: Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregiver. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required." (NAPIS_5_2010) Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children. Case Management can also be referred to as Care Coordination or Care Management. A unit of Service is equal to .25 hour.

Service Delivery:

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

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

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

CONGREGATE MEALS

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

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

- Serve a minimum of 20 meals per day per center, and 30 people per day, based on the average number of meals served per day during any given month, considering all meals and activities served through all fund sources.
- Serve meals at least once per day, five days a week, for a minimum of 250 serving days per year. Up to ten holidays may be scheduled per year, provided management makes provision for meals needed by participants during the holiday closing.

- Be open to participants for a minimum of 4 hours per day. Management must provide adequate coverage by paid staff to assure that a responsible person is present in the center at all times that participants are present.
- The following services and activities will be included as part of the congregate nutrition services program:
 - **Nutrition Assessment:** An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a 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 Education:** The provision of information about foods, nutrients, diets, lifestyle factors, community nutrition resources, and services to people to improve their nutritional status. Sessions shall be provided at least once monthly. Each provider shall develop written nutrition education programming including a calendar, documentation of subject matter, presenters and materials to be used in accordance with Georgia Division of Aging Services standards.
 - **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.

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

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

CAREGIVER

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

1. Maintaining the greatest possible amount of independence and dignity for each person in the care partnership;
2. Identifying and enhancing the knowledge and skills of caregivers through community and public education;
3. Empowering individuals in the care partnership so that the caregiver may most effectively help the care receiver to remain in the safest and most appropriate environment, according to their preference;
4. Ensuring that the right services are provided at the appropriate levels, for the right duration, to the satisfaction of the care partners, and at the preferred times to the extent possible;
5. Increasing access for caregivers to community-based services by helping them navigate the service system, and by providing information and support necessary for caregivers to access services; and
6. Building and strengthening community supports for family care partnerships

Service Delivery:

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

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

HOME DELIVERED MEALS

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

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

- **Nutrition Assessment:** An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and care plan with measurable goals.
- **Nutrition Counseling:** The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking 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 the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

HOMEMAKER

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

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

1. Housekeeping and home management activities:
 - a. Cleaning, vacuuming, sweeping, mopping, dusting
 - b. Laundry
 - c. Ironing and mending clothes and linens
 - d. Washing, drying, and storing dishes
 - e. Bagging and placing garbage in collection containers
 - f. Making beds and changing linens (only while client is out of bed)
 - g. Shopping for household essentials
 - h. Assisting in organizing household routines
 - i. Performing necessary reading and writing tasks, if requested and indicated by client's inability to read
 - j. Performing essential errands
2. Meal preparation:
 - a. Assist in preparing and serving meals
 - b. Using sanitary practices for handling, preparing, and storing food
3. Escort assistance:
 - a. Accompanying a client on trips to obtain healthcare services and other necessary items and services
4. Client education:
 - a. Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial

Client eligibility and delivery of the service must be consistent with the requirements of the Georgia Division of Aging Services. Service activities must align with the domains of impairment and essential

components indicated by the DON-R.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

PERSONAL CARE

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

Service Delivery:

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

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

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

SENIOR RECREATION

Description: The provision of group activity not including the one required hour of wellness and/or other activity required under the Congregate Nutrition program. The group activity may include nutrition related activities; activities that promote socialization, physical and mental health enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs. The senior center must meet the requirements of the Georgia Division of Aging Services. This is a line item reimbursement.

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

TRANSPORTATION

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

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

The following trips are eligible for funding:

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

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

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

Sub-grantee shall provide all services in accordance with the proposal submitted to ARC meeting all mandated standards, guidelines and, as approved and incorporated herein by reference and enumerated in "SFY 2021 Atlanta Regional Commission Distribution of Resources".

IV. General

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

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

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

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

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

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

G. Any advance under this contract must be returned to ARC prior to the end of the contract period. The Subgrantee further agrees that upon termination of this contract for any reason, all unexpended funds held by the Subgrantee shall revert to ARC. Receipt of advance funds by the Subgrantee requires a fidelity assurance bond and the "advanced funds" will be separately recorded in the Subgrantee accounting records as a unique liability to ARC account.

The Subgrantee further agrees that the "advance funds" will be repaid in three equal installments during March, April, and May of this contract period unless ARC's Director of the Area Agency on Aging gives prior written approval for another repayment schedule. Should any interest be earned on funds that were advanced by ARC, the Subgrantee will apply the interest to the value of this contract prior to making a reimbursement/payment request to ARC.

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

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

ATTACHMENT B - COMPENSATION

I. Compensation

The available compensation is shown by service, cost center, and resource category on the "Distribution of Resources, SFY 2021" Exhibits, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes.

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

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

A. Deviations between budget line items (for cost reimbursable services) within the same service are permitted if the cumulative absolute total of such transfers does not exceed 10% of the total amount for that service. Subgrantee must promptly submit written notice of such deviation to ARC. No deviation in the fixed unit costs is permitted.

B. If the subgrantee's proposed deviations exceed the tolerances identified in "A" above, or if transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the subgrantee, approved by ARC, and executed by both parties.

II. Matching Share

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

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

III. Program Income

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

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

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

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ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT CONTRACT

ATTACHMENT C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, July 1, 2020 ("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 C.F.R. § 164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

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

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

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

1. Services Agreements.

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

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

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

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

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

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

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

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

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

3. Contractor Covenants. Contractor agrees to:

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

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

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

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

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

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

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

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

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

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

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

4. Covered Entity Covenants.

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

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

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

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

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

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

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

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

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

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

10. Representations and Warranties.

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term.

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

12. Termination.

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

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

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

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

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

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

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

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

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

ARC Contract
AG2106

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:



Signed by: Michael Thurmond
Date & Time: 29 Oct, 2020 17:20:55 EDT

Dekalb County BOC



Douglas R. Hooker (Dec 1, 2020 21:34 EST)

Atlanta Regional Commission
Executive Director

Delaware County FY21 O&M Budget

Service	Fund Source	Cost Center	Contracted Units	Unit Cost	Contract Budget		Contract Amount	Local Match	Payment Amount	Other Funds	Percent Awarded	Leveraged Units	
					Amount	Amount							
Case Management	025 Case Management State (Unit Cost)	328AC7	9,130.00	7.91	\$	72,781.48	\$	74,783.81	\$	77,792.48		264.20	
Case Management	0AA Title III Supportive Services (Unit Cost)	328AS1	6,904.00	7.91	\$	54,746.80	\$	54,746.80	\$	54,772.12		149.00	
Case Management	0AA Title III Family Caregiver Support (Unit Cost)	328AS3	9,172.00	7.91	\$	72,526.36	\$	71,526.36	\$	71,526.36		281.00	
Case Management	328S HCBS (Unit Cost)	328AS1	3,279.00	7.91	\$	25,915.79	\$	25,915.79	\$	25,915.79		71.00	
Carryover Abuse	0AA Title III Carriage Abuse (Unit Cost)	328AS6	19,131.00	25.75	\$	492,723.00	\$	492,723.00	\$	492,723.00		\$588.00	
Home Delivered Meals	NSP AC1 (Unit Cost)	328AS1			\$	133,000.00	\$	133,000.00	\$	133,000.00			
Home Delivered Meals	NSP HCBS Support (Unit Cost)	328AS2	2,710.00	36.44	\$	98,307.40	\$	98,307.40	\$	98,307.40		13.00	
Home Delivered Meals	NSP State (Unit Cost)	328AS2	16,525.00	36.44	\$	602,001.02	\$	602,001.02	\$	602,001.02		82.00	
Home Delivered Meals	0AA Title III Home Delivered Meals (Unit Cost)	328AS7	7,511.00	36.44	\$	273,738.47	\$	273,738.47	\$	273,738.47		151.00	
Home Visitation	Abuse Prevention Program State (Unit Cost)	328AS7	2,490.00	25.00	\$	62,242.51	\$	62,242.51	\$	62,242.51		63.00	
Home Visitation	026 Abuse Prevention Program (Unit Cost)	328AC2	164.00	25.00	\$	4,098.88	\$	4,098.88	\$	4,098.88		5.00	
Home Visitation	0AA Title III Supportive Services (Unit Cost)	328AS1	6,040.00	25.00	\$	151,000.00	\$	151,000.00	\$	151,000.00		118.00	
Personal Care	Abuse Prevention Program State (Unit Cost)	328AS2	2,490.00	25.00	\$	62,242.51	\$	62,242.51	\$	62,242.51		63.00	
Personal Care	026 Abuse Prevention Program (Unit Cost)	328AC2	164.00	25.00	\$	4,098.88	\$	4,098.88	\$	4,098.88		5.00	
Respite Care In-Home	026 Respite Care State (Unit Cost)	328AS2	1,526.00	25.00	\$	38,150.25	\$	38,150.25	\$	38,150.25		15.00	
Respite Care In-Home	0AA Title III Family Caregiver Support (Unit Cost)	328AS3	40.00	25.00	\$	1,000.00	\$	1,000.00	\$	1,000.00		1.00	
Senior Recreation	0AA Title III Supportive Services (In Home)	328AS1			\$	20,000.00	\$	20,000.00	\$	20,000.00			
Transportation	026 NCRS State (Unit Cost)	328AC1	6,714.00	33.46	\$	223,001.11	\$	223,001.11	\$	223,001.11		170.00	
Transportation	0AA Title III Supportive Services (Unit Cost)	328AS1	1,74.00	33.46	\$	5,800.00	\$	5,800.00	\$	5,800.00		14.00	
					Year Awarded	\$	2,254,886.64	\$	1,431,771.28	\$	2,771,994.58	\$	1,584.20

CONTRACTOR/VENDOR INFORMATION

Legal name & address of entity with which ARC is to contract:

DeKalb County Government
1300 Commerce Drive
Decatur, GA 30030

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 Partnership Individual Sole Proprietor
 501C3 501C4 Other Non-profit (describe) _____
 State Government County/Local Government

Other(describe): _____

(Federal) Employer Identification Number: 58-6000814

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

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO

Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 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: Zachery L. Williams
Title: COO/Executive Assistant

Signature: [Signature]
Date: 10/9/20

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 contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

55412

E-Verify User Identification Number

9/26/2007

Date of Authorization

Dekalb County Government
Company Name

[Signature]
BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Katherine Dawn Fallo Furlong
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29th DAY OF September 2007

[Signature]
Notary Public

My Commission Expires 12/28/2020



**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 49 CFR Part 29, 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 49 CFR Part 20), 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 tier (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).

Dekalb County Government
NAME OF APPLICANT

AG2106
AWARD NUMBER and/or PROJECT NAME

Zachary L. Williams, COO
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Executive Assistant
TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE OF AUTHORIZED REPRESENTATIVE

10-9-20
DATE