

**Interlocal Agreement**  
**Between**  
**DeKalb County Board of Health**  
**And**  
**DeKalb County Board of**  
**Commissioners**

**ARTICLE I - PARTIES:**

This Memorandum of Understanding (MOU) is entered by and between the DeKalb County Board of Health located at 445 Winn Way, Decatur, GA 30030, hereinafter referred to as “DCBOH” and, DeKalb County Board of Commissioners hereinafter referred to as “Contractor.” The DCBOH and Contractor are herein referred to jointly as, the “Parties” and individually as a “Party.”

In exchange and consideration of the mutual promises and covenants described below, the Parties hereto agree as follows:

**ARTICLE II - OBJECTIVE:**

This collaborative partnership between the DeKalb County Board of Health and the DeKalb County Board of Commission, Human Services Department supports flu vaccination clinic and outreach projects to increase vaccination uptake in DeKalb County, Georgia. Influenza (flu) vaccination is more important than ever this 2021-2022 flu season to reduce the impact of respiratory illnesses, given the expected cocirculation of COVID-19 and flu viruses. Flu vaccination coverage is especially inadequate for certain racial and ethnic groups and older adults, who are disproportionately at high risk for flu infection and at risk for serious illness from flu.

**ARTICLE III - TERM:**

This MOU shall become effective September 1, 2021 and shall continue through September 29, 2023.

**ARTICLE IV - SCOPE OF SERVICE:**

The Contractor agrees to:

Collaborate with the DCBOH to conduct, promote, and provide community outreach for flu vaccination clinics by executing the following activities:

1. Host flu vaccine clinics at DeKalb County Government Lou Walker Senior Center, other County Senior Centers and other approved locations for the purpose of increasing vaccine uptake in African American (black, non-Hispanic) living in DeKalb County.
2. Provide reports after each event that outlines successes, challenges, and strategies to overcome stated challenges. A template will be provided by the DCBOH. All reports will include the following:
  - a) Program successes

- b) Program challenges
  - c) Strategies to overcome stated challenges
  - d) Data on all activities including:
    - I. Total number of people who were vaccinated for flu
    - II. Flu vaccine clinic locations
    - III. Start and end times of the flu vaccine clinic(s)
    - IV. Other information, as requested by the DCBOH
3. Participate in conference calls and/or meetings, as requested throughout the award period to discuss challenges, success stories, and progress of the program. In-person meetings will be scheduled, as needed, with a minimum of three (3) in-person meetings required.
  4. Submit invoices and supporting documents, including reports, by the 15th of each calendar month to be successfully reimbursed. Failure to submit all documents will result in delayed processing.
  5. Submit the final invoice no later than September 15, 2023.
  6. Meeting with the DCBOH within ten (10) business days of execution of the agreement to discuss the implementation of the DeKalb County Government Senior Center Flu Vaccination Clinic Program.
  7. Collaborate with DCBOH partners to ensure the success of the Senior Center Flu Vaccine Clinic Program.
  8. Obtain approval from the DCBOH prior to the use of funding through this agreement.
  9. Designate a point of contact (POC) and/or at least one staff person to participate in conference calls.
  10. Additional requirements are reflected in Exhibit A.

The DCBOH agrees to:

1. Designate REACH Local Efforts towards Addressing Disparities (LEAD) DeKalb staff to liaison with the DeKalb County Human Services Department staff and assist in the coordination of activities and related projects.
2. Provide clinical support (staffing, etc.) for flu vaccine clinics.
3. Provide educational resources, including templates and final Word and/or PDF versions that will include:
  - a. Sample education messages
  - b. Sample social media posts
  - c. Information sheets
  - d. Posters
  - e. Flyers
  - f. Lawn signs
  - g. Additional resources to be provided as made available by the Centers for Disease Control and Prevention (CDC)
4. Conduct site visits during the term of the agreement.
5. Provide feedback and technical assistance.
6. Support marketing and advertisement efforts.

7. Provide required report templates.
8. Reimburse DeKalb County Human Services Department for services provided under the terms of this Interlocal Agreement.

**ARTICLE V - FUNDING:**

The Board of Health received Centers for Disease Control and Prevention (CDC) REACH supplemental funding for COVID-19 and flu vaccination efforts.

**ARTICLE VI: TERMS OF PAYMENT**

The total amount of this agreement shall not exceed \$120,000.00 Assuming satisfactory performance, payment will be made by the Board to the Contractor based on the receipt and acceptance of a detailed invoice for services rendered within thirty (30) days of receipt. The budget is reflected in Exhibit B.

**ARTICLE VII - CONFLICT RESOLUTION:**

Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this MOU, including but not limited to payment disputes, through negotiations between senior management of the Parties.

**ARTICLE VIII - CONFIDENTIALITY:**

Neither Party shall disclose any proprietary information to the other without first executing a separate non-disclosure MOU. Both parties agree to keep all information to its knowledge in the course of the performance of their duties relating to their mutual business associations and transactions. Neither Party may at any time during or after the term of this MOU, in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation or other entity, or use for its own benefit or the benefit of any person, firm, corporation or other entity, any information acquired through this business arrangement, without the express prior written consent of the respective authorized executive officer of the Contractor or the DCBOH. The obligation of confidentiality shall survive the expiration of this MOU.

**ARTICLE XI - NOTICES:**

All notices or demands required under this MOU shall be in writing and shall be deemed to have been duly given when: a) physically received in hand by the Party to whom directed; or, b) when sent by certified United States Postal Service mail, return receipt requested, postage prepaid, to the other Party at the following address (or at such other addresses given in writing by either Party to the other):

If to DCBOH:  
Dianne McWethy  
Division Director, Administration  
DeKalb County Board of Health  
445 Winn Way, P.O. Box 987  
Decatur, GA 30031

If to Contractor:  
Damon Scott  
Director  
DeKalb County Human Services Dept.  
30 Warren Street  
Atlanta, GA 30317

**ARTICLE X - TERMINATION:**

Either Party may terminate this MOU, in whole or in part, for their convenience or because of failure of the DCBOH or Contractor fulfill the obligations herein in any respect. The Parties shall terminate by delivering to the other, with at least 30 days written notice, a notice of termination specifying the nature, extent, and effective date of termination.

**ARTICLE XI - GEORGIA LAWS GOVERN**

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. The Contractor certifies that it is not currently engaged in a boycott of the nation of Israel and that it will not engage in such a boycott for the duration of this contract as defined in O.C.G.A. § 50-5-85.

**ARTICLE XII - ENTIRE AGREEMENT:**

This MOU supersedes any and all agreements, either oral or in writing, between the DCBOH and Contractor, and contains all of the agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this MOU acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding. Any modification of this MOU will be effective only if it is in writing signed by both Parties in the form of an amendment.

**ARTICLE XIII - SEVERABILITY:**

Any section, subsection, paragraph, term, condition, provision, or other parts of this MOU that are judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this MOU, and the remainder of this MOU shall continue to be of full force and effect as set out herein.

**ARTICLE XIV - LIABILITY:**

Each Party will be responsible for the injury or property damage caused by negligence or other wrongful act(s) or omission(s) of its own employees acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of Families First Healthy Starts and the Board will be governed by the laws of the State of Georgia.

**ARTICLE XV - AMENDMENTS AND MODIFICATIONS:**

No amendment, waiver, termination or discharge of this MOU, or any of the terms or provisions hereof, shall be binding upon either party unless confirmed in writing. Nothing may be modified or amended, except in writing executed by both Parties.

**CAPACITY TO ENTER INTO MOA:**

The persons executing this MOA on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter this MOA on behalf of the entity for which they sign.

In Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

DeKalb County Board of Health

DEKALB COUNTY, GEORGIA

By: \_\_\_\_\_  
Sandra J. Valenciano, M.D., M.P.H.  
District Health Director, District 3-5

\_\_\_\_\_ by Dir (SEAL)  
Michael L. Thurmond  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Monica Bradshaw  
Internal Services Manager

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

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Damon Scott, Director  
Human Services Department

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**Additional Requirements**

The Contractor will target the following geographic location: 39 DeKalb County census tracts, including:

- a) Atlanta
- b) Clarkston
- c) McNair-Cedar Grove
- d) Tucker-Henderson
- e) Decatur-Avondale-Towers-Columbia
- f) Redan
- g) Lithonia
- h) Stone Mountain-Stephenson
- i) Dunwoody
- j) Chamblee-Cross Keys
- k) Druid Hills - Shamrock- Lakeside
- l) Southwest DeKalb- MLK

The funding for community outreach activities can be used for, but not limited to, the following:

- Community events
- Grassroots efforts (such as door-to-door community education)
- Printing and copies
- Training(s)
- Podcasts
- Workshops
- Purchase of Personal Protective Equipment (PPE, including gloves, masks, etc.)
- Purchase of advertising space in newspaper, radio, social media platforms, etc.
- Stipends
- Milage expenses

The funding cannot be used for the following:

- Purchase of vaccine
- Dues
- Operation deficits
- Publication of books
- Capital improvement/building projects
- Chairs or professorships
- Endowments, annual fund drives, direct mail solicitation, fundraising events
- Purchase of food
- Projects intended to influence legislation or support candidates for political office
- Mini grants to another foundation or organization, which distributes funds to recipients of its own selection

The funding source reserves the right, under certain circumstances, to make exceptions to the above.

The preferred experience of the designated DeKalb County Human Services Department Point of Contact is as follows:

- Proficiently communicates one-on-one, on the phone and in writing

- Communicates promptly and effectively with the REACH Program Coordinator
- Demonstrates enthusiasm, empathy, and professionalism
- Keeps accurate and timely records and paperwork
- Manages time appropriately and efficiently
- Performs related duties, as required
- Experienced in public speaking and group facilitation
- Ability to participate in ongoing communication and receive technical assistances'

## Proposed Budget

Description of Services	Estimated Dates	Dollar Amount
Collaborate with the DCBOH to host flu vaccine clinics at DeKalb County government senior centers. Provide a list of clinics and potential dates for clinics.	1-Sept-21	\$1,000.00
Promote flu clinics at senior centers and throughout the selected target areas.	29-Sept-21	\$81,000.00
Conduct community outreach to support the flu vaccine clinics at DeKalb County government senior centers and other locations for vulnerable populations (i.e., homebound)	15-Sept-21	\$30,000.00
Submit a report after each event that outlines successes, challenges, and strategies to overcome stated challenges. A template will be provided.	After Each Event	\$2,000.00
Submit a final report that includes cumulative data as outlined in previous reports.	20-Sept-21	\$5,000.00
<b>Conference calls/meetings</b>	As needed	\$1,000.00
<b>Total not to exceed</b>		<b>\$120,00.00</b>



**BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**, the DeKalb County Board of Health (“DCBOH”) and Dekalb County Human Services Department (“Contractor”) have entered into an Agreement, whereby Contractor will provide functions, activities, or services to DCBOH involving the use of Protected Health Information (“PHI”) as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

**WHEREAS**, DCBOH is required by HIPAA to enter into a Business Associate Agreement with entities that provide functions, activities, or services on behalf of DCBOH involving the use of PHI.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, DCBOH and Contractor agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and in the implementing regulations of HIPAA and HITECH, now and as they may be amended in the future. Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and the Security Rule.”
2. Subject to the limitations of this Agreement, the Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by DCBOH.
3. Contractor warrants that the individuals described on Attachment D-1 require access to PHI in order to perform services under the Contract. The contractor shall update Attachment D-1 as necessary.
4. Contractor warrants that the individuals described on Attachment D-2 require access to a DCBOH information system in order to perform services under the Contract. Contractor shall notify the DCBOH Project Leader no less than 24 hours in advance if any other individuals will need access to the DCBOH information system
5. Contractor warrants that only individuals designated by title or name on Attachments D-1 and D-2 will request or access PHI from DCBOH that they will only do so in the performance of services under the Contract, and that these individuals will only request the minimum necessary amount of information in order to perform those services.
6. The Parties agree that the Contractor is a “Business Associate” to DCBOH within the meaning of the Privacy and Security Rule. The contractor shall comply with all obligations of the Privacy Rule and Security Rule that apply to DCBOH and shall comply with all Privacy Rule and Security Rule requirements that apply to Business Associates. Contractor further warrants that it maintains and follows written policies and procedures to achieve and maintain compliance with the Privacy and Security Rules that apply to Business Associates and that it will update such policies and procedures as necessary in order to comply with the and changes to the Privacy and Security Rules. These policies and procedures, and evidence of their implementation, shall be provided to DCBOH upon request.

7. All communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DCBOH: Ta-Tanisha Ingram, MSM, RHIA  
Registered Records Administrator  
445 Winn Way  
P.O. Box 987  
tringram@dhr.state.ga.us  
Ph. 404-294-3275

Manager, Information Technology  
HIPAA Security Officer  
445 Winn Way  
P.O. Box 987  
Decatur, GA 30031  
Ph. 404-508-7882

B. At Contractor: Damon Scott, Director  
DeKalb County Human Services Department  
30 Warren Street  
Atlanta, GA 30317  
PH. 404-687-2385

8. Contractor further agrees:

- A. The contractor will not request, create, receive, use, or disclose PHI other than as permitted or required by this Agreement, the Contract, or law.
- B. The contractor will establish, maintain and use appropriate administrative, physical, and technical safeguards to prevent the loss, use, or disclosure of the PHI other than as provided for by this Agreement, the Contract, or law.
- C. The contractor will implement and use administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of DCBOH.
- D. In addition to the safeguards described above, the Contractor shall impose access controls that restrict access to PHI to the individuals listed on Attachments D-1 and D-2, as amended from time-to-time.
- E. The contractor will password-protect and encrypt all electronic PHI for transmission and for storage on portable computers and media devices.
- F. The contractor will mitigate, to the extent practicable, any harmful effect that results from a loss, use, or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract, or law. The contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft (including name, date of birth, and Social Security Number.)
- G. The contractor will maintain a written Business Associate Agreement with any agent or subcontractor that will create, receive, maintain, or transmit on Contractor's behalf of any PHI pertaining to DCBOH. Such Agreement shall

provide that Contractor's agent or subcontractor agrees to the same restrictions and conditions of this Agreement with respect to PHI that Contractor receives from DCBOH, and that Contractor's agent or subcontractor assumes the same duties with regard to the PHI that Contractor has assumed under this Agreement. Contractor further agrees that if it becomes aware of a pattern of activity or practice of its agent or subcontractor that constitutes a material breach or violation of its agreement with Contractor, then Contractor shall take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.

- H. The contractor will immediately report to DCBOH any "Breach" as defined by 45 CFR 164.402, and any known or suspected loss, use, or disclosure of PHI that is not authorized by this Agreement, the Contract, or law.
- I. The contractor will make an initial report to DCBOH in writing in such form as DCBOH may require within three (3) business days after Contractor learns of a suspected unauthorized loss, use, or disclosure of PHI. This report will include the following:
  - i. The nature of the loss, use, or disclosure, a brief description of what happened, the date it occurred, and the date Contractor discovered the incident.
  - ii. The specific data points of PHI involved in the loss, use, or disclosure.
  - iii. The names of all persons with knowledge of the loss, use, or disclosure, and the names or categories of persons who may have obtained access to the PHI as a result.
  - iv. The corrective or investigative actions taken or to be taken in order to mitigate harmful effects, and to prevent further losses, uses, or disclosures.
  - v. Recommended protective actions to be taken by individuals whose PHI may have been lost, used, or disclosed; and
  - vi. Whether the Contractor believes that the loss, use, or disclosure constitutes a Breach.
- J. The contractor will, upon request by the DCBOH Division Director, Administration or the DCBOH Information Technology Manager, provide a complete report of the Breach to DCBOH including a root cause analysis and a proposed corrective action plan. Upon request by DCBOH, the Contractor shall implement the corrective action plan and provide proof of implementation.
- K. The contractor will report to the DCBOH Division Director, Administration and the DCBOH Information Technology Manager any successful unauthorized access, modification, or destruction of PHI or interference with system operations in the Contractor's information systems as soon as practicable but in no event later than three business days of discovery.
- L. The contractor will cooperate with DCBOH and provide the assistance necessary for DCBOH to determine whether a breach has occurred and whether notification of the Breach is legally required or otherwise appropriate.
- M. If DCBOH determines that a breach has occurred as a result of Contractor's loss, use, or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rule, then Contractor will provide all required notices to affected individuals, the Secretary of the U. S. Department of Health and Human Services, and the media, at Contractor's expense and in

accordance with 45 C.F.R. Part 164 subpart D. Such notices shall be submitted in advance to the DCBOH Privacy Officer for approval.

- N. Contractor will honor requests by DCBOH or by an individual for access to the individual's own PHI in accordance with 45 CFR 164.524; to make PHI available for amendment, and to incorporate such amendments into a designated record set in accordance with 45 CFR 164.526; to provide an accounting of all disclosures of the individual's PHI in accordance with 45 CFR 164.528; to document any such requests and the Contractor's response, and to notify DCBOH as soon as practicable of any such requests.
  - O. The contractor will provide access to the Secretary of the U.S. Department of Health and Human Services to Contractor's books and records and policies, practices, or procedures relating to the use and disclosure of PHI received from DCBOH or created or received by Contractor on behalf of DCBOH.
  - P. In addition to any indemnification provisions in the Contract, the Contractor will indemnify DCBOH from any loss or liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employees, agents, or subcontractors. Such liability will include without limitation all actual and direct costs, settlement payments, damages awarded, civil penalties, litigation expenses, and attorneys' fees incurred by DCBOH.
9. Unless otherwise provided by law, DCBOH agrees that it will:
- A. Notify Contractor of any new limitation in DCBOH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if such limitation will affect Contractor's use or disclosure of PHI.
  - B. Notify Contractor of any change in, or revocation of, permission by an individual for DCBOH to use or disclose PHI if such change or revocation will affect Contractor's use or disclosure of PHI.
  - C. Notify the Contractor of any restriction regarding its use or disclosure of PHI that DCBOH has agreed to in accordance with the Privacy Rule if such restriction will affect the Contractor's use or disclosure of PHI.
  - D. Before agreeing to any changes in or revocation of permission by an individual, or any restriction to use or disclose PHI, DCBOH will contact the Contractor to determine the feasibility of compliance. DCBOH agrees to assume all costs incurred by the Contractor in compliance with such special requests.
10. The effective date of this Agreement shall be the same as that of the Contract. Unless otherwise terminated, this Agreement shall continue until all of the PHI provided by DCBOH to Contractor or created or received by Contractor on behalf of DCBOH, is destroyed or returned to DCBOH.
- A. Termination for Cause. Upon violation of a material term of this Agreement by Contractor, DCBOH may provide an opportunity for the Contractor to cure the breach and, if the Contractor fails to cure the breach, terminate the contract upon 30 calendar days' notice.
  - B. Termination for Convenience. In the event that the Contract is terminated for any reason, then DCBOH may terminate this Agreement for convenience.

C. Effect of Termination.

- i. Upon termination of this Agreement, DCBOH shall determine whether the return or destruction of PHI is feasible. If so, then the Contractor shall at the direction of DCBOH either destroy the PHI or to return it to DCBOH, keeping no copies. If DCBOH determines that return or destruction is not feasible, then Contractor shall continue to extend the protections of this Agreement to the PHI for as long as Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.
- ii. The obligations imposed upon Contractor with respect to its care, use, and disclosure of PHI, and its duty to comply with the Privacy and Security Rule with regard to such PHI shall survive the termination of this Agreement and the termination or completion of the Contract.

11. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than DCBOH and Contractor.

12. This Agreement is intended to supplement, and not to diminish or alter, the terms and conditions of the Contract.

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**CONSOLIDATED CERTIFICATE REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE  
WORKPLACE REQUIREMENTS**

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - L.L.L. "Disclosure Form to Report Lobbying", in accordance with its instruction
- c. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclosure accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

A. The Applicant certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period proceeding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen; property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 35, Sections 85.605 and 85.610:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about -
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employees assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (dX2), with respect to any employee who is so convicted -

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

**DRUG-FREE WORKPLACE**

**(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace act of 1988, and implement at 34 CFR Part 85, Section 85.605 and 85.610 -

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Director, Grants and Contract Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DeKalb County Board of Health has registered with, is authorized to use and uses 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. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_