

**2023 BJA FY 23 Improving Adult and Youth Crisis Stabilization and
Community Reentry Program
Subrecipient Contract between Fulton County
and
Morehouse School of Medicine**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through the **Fulton County District Attorney FCDA (“FCDA”)**, and **Morehouse School of Medicine (MSM)**, a Georgia nonprofit medical school based in Atlanta, Georgia, (hereinafter collectively referred to as the “Parties”).

WHEREAS, The FCDA is the recipient of the 2023 BJA FY 23 Improving Adult and Youth Crisis Stabilization and Community Reentry Program Award Number 15PBJA-23-GG-02254-CSCR, in the amount of \$750,000.00 (the “Grant”); and

WHEREAS, The Grant was awarded to FCDA on October 1, 2023, by the U.S. Department of Justice (DOJ), BJA and OJP as memorialized in the attached award letter, award project description and narrative (see “Schedule 1”); and

WHEREAS, The Grant Period runs from October 1, 2023, through September 30, 2026, and may be extended in one-year increments by the DOJ, BJA; and

WHEREAS, Morehouse School of Medicine (“MSM”) was a named sub awardee in the Grant; and

WHEREAS, Morehouse School of Medicine, located in Atlanta, Ga., was founded in 1975 as the Medical Education Program at Morehouse College and in 1981, became an independently chartered institution. MSM is accredited by the Southern Association of Colleges and Schools Commission on Colleges, Liaison Committee on Medical Education, Council on Education for Public Health, Accreditation Council for Continuing Medical Education and Accreditation Council for Graduate Medical Education.

WHEREAS, Fulton County desires to engage Subrecipient to render certain services hereinafter described in Schedule 1 which are to be wholly financed by the Grant; and

WHEREAS, Subrecipient desires to render such services in connection with the project as a subrecipient of the Grant in compliance of all obligations required from this designation; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter this Contract under the terms, obligations and conditions expressed herein; and

WHEREAS, this Agreement was approved by the Fulton County Board of Commissioners on April 10, 2024, as Agenda Item #24-0231; and

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. **Purpose.** This Contract describes the way in which the Parties will use the Grant to assist adults who have mental health and substance use disorder challenges, as they reenter the community after incarceration. Through the parent the Subrecipient will provide clinical and recovery support services that support treatment, suicide prevention, and continuity of recovery in the community for people with mental health, substance use, or co-occurring disorders upon their release from a correctional facility.
2. **Independent Contractor.** The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. **Term.** This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, ("Effective Date") Georgia and will remain in effect until September 30, 2026, or through any approved extensions by the DOJ, BJA.
2. **Award.** The Grant funding in the amount of \$210,000.00 ("Award Amount") will be provided by Fulton County to Subrecipient to provide services listed in Schedule 2 from the Effective Date to September 30, 2026, or through any approved extensions by the DOJ, BJA.
3. **Disbursement.** Payment shall be contingent on FCDA's receipt of an undisputed invoice, and any reports and substantiation materials required by FCDA. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division. For any disputed invoices, the parties shall work together in good faith to resolve the dispute.
4. **Scope of Services.** Subrecipient will provide the services described in Schedule 2 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

ARTICLE III. REPORTING

1. **Maintenance of Records.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional

financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract, the end of the 2023 BJA Grant or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with the Grant funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information.

2. **Financial Reports.** Subrecipient will submit a quarterly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This quarterly report shall include: (i) name and address of individual receiving assistance; (ii) type of assistance provided; and (iii) total amount of each type of assistance provided and personnel and consultants employed. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with [SAM.gov](https://www.sam.gov). The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.
3. **Limitations on Expenditures.** Subrecipient shall be compensated for any expenditures incurred or services provided after September 13th, 2023, the date of the award letter. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Terms that are: (i) Reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

4. **Audited Financial Statements.** If Subrecipient expends \$750,000.00 or more in federal

awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. **Survival.** This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.
2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

1. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 2, and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
2. **Compliance with Applicable Laws.** Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules,

regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. By entering this Contract Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws, and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, either party may terminate this agreement effective immediately prior to the expiration of the term, where a material breach has occurred, and the offending party fails to cure said breach within thirty (30) days of receipt of notice of the breach, unless otherwise mutually agreed to by the parties in writing.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for all such obligations.

ARTICLE VII. NOTICES

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:
Fulton County District Attorney
136 Pryor St SW 3rd Fl
Atlanta, GA 30303

Copy to:
Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:
See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective only if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

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IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the

13th day of Nov., 2024.

FULTON COUNTY, GEORGIA

SUBRECIPIENT: Morehouse School of
Medicine

Approved:

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

Approved:

Signatory: Errol Crook, MD
Title: Chief Medical Officer
Morehouse Healthcare

Attest:

Tonya R. Grier
Clerk to the Commission



Approved as to Content:

Dexter Q. Bond, Jr.
Fulton County District Attorney's Office

Approved as to Form:

Office of the County Attorney

Please select RCS or RM from the checkbox

<p>1st Reg. Meeting #24-0231 4/16/2024</p>	
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ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

Schedule 1

Award Letter, Award project Description and Grant Narrative

September 13, 2023

Dear Stacy Jones,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF FULTON for an award under the funding opportunity entitled 2023 BJA FY 23 **Improving Adult and Youth Crisis Stabilization and Community Reentry Program**. The approved award amount is **\$750,000**.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon
Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized

under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion
NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator
First Name
Orbin

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF FULTON

UEI
J3Y1XYZYUFQ5

Street 1
141 PRYOR ST SW

Street 2
City

ATLANTA
State/U.S. Territory

Georgia
Zip/Postal Code

30303
Country

United States
County/Parish

Province
Award Details

Federal Award Date
9/13/23

Award Type
Initial

Award Number
15PBJA-23-GG-02254-CSCR

Supplement Number
00

Federal Award Amount
\$750,000.00

Funding Instrument Type
Grant

Project Description

Project Summary: Fulton County Conviction Integrity Unit (CIU) at the Office of the District Attorney will collaborate with Morehouse Medical School (MSM) to address mental health and substance use disorder challenges, as well as other reentry services, for individuals convicted in Fulton County who qualify for post-conviction sentence modification. The criminal justice system is plagued by recidivism, due in large part to residents with untreated mental health and substance use issues. The primary activities include: 1. identifying participants; 2. re-entry planning while still incarcerated with Project Manager; 3. Meeting with MSM to go over psycho-social; 4. Petition for re-sentencing; 5. Team re-evaluation of needs; 6. Project Manager set-up services; 7. Begin implementing re-entry plan; 8. Weekly check-in with Peer Mentor; 9. Weekly check-in with Project Manager; 10. Bi-weekly meetings with MSM and CIU and other participants to discuss each case. Expected outcomes: We estimate reducing baseline recidivism rate to 18% in year one, 15% in year two, and 11% by year three. Service Area: Fulton County includes 15 municipalities and is the largest county in the state with its largest city, Atlanta, the capital of the state of Georgia. The race percentages of the Fulton County population are approximately 44% Black, 39% White, 7% Asian, 2% two or more races, and 7% Hispanic/Latino.

Combination Priority 1(A) and 1(B) The proposed project will promote racial equity and the removal of barriers to access opportunity for communities that have been historically underserved. CIU recognizes that there may be an apparent causal connection between the offense charged and the rehabilitative needs of a defendant. Further, the rehabilitative model emphasizes that social, cultural, and economic conditions often result in a defendant's decision to commit crime. Morehouse School of Medicine is located within Black and medically underserved communities allowing individuals to conveniently access their health care. Priority 1B culturally specific organization – Morehouse School of Medicine will receive 28% of the grant budget, a historically Black (HBMS) Medical School and led a leader regarding the intersections of social justice, criminal justice, and mental health. The Morehouse School of Medicine's Professor of Psychiatry and Pediatrics and Chair of the Department of Psychiatry will also provide critical training to judges and judicial staff

in response to mental illness.

Schedule 2

Name of Subrecipient: Morehouse School of Medicine

Subrecipient's UIE Number: X5S7PNXMJMC7

Subrecipient's IEN Number: 581438873

Notice Address:

Katherine Napier
Vice President for Finance
720 Westview Drive
Atlanta, GA 30310

Award Amount: \$210,000

Description of Scope of Work:

Morehouse School of Medicine will hire a licensed health care provider who specializes in mental and behavioral health to work with FCDA to develop individualized plans for individuals identified by the FCDA as candidates for sentence modification, early release based on a provable unjust sentence claim. Using a variety of assessment tools, these plans will include mental health support; and substance use screening, brief intervention, and referral to treatment. These plans will also include individual support for engaging in services to address identified physical and mental health concerns. Each plan is specific to the participant to augment success of reentry. The Therapist/Mental Health Specialist will also provide critical training to judges and judicial staff in response to mental illness as referenced in project description stated herein.