



Fulton County Board of Commissioners  
**Agenda Item Summary**

**BOC Meeting Date**  
**7/19/2017**

**Requesting Agency**

Sheriff

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Subrecipient agreement between the Fulton County Sheriff's Office and Corrections Partners, Inc. as the research evaluator to develop strategic plan and project planning and implementation for the Bureau of Justice Assistance Smart Re-entry Grant. Effective October 1, 2016 - September 30, 2017 with two automatic renewals. The cost of the contract shall not exceed \$87,688.75 for the 1st grant period, \$52,221.00 for the 2nd grant period and \$52,221.00 for the 3rd grant period. This contract is 100% grant funded. No County funding is required.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

In accordance with State of Georgia O.C.G.A. §36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes                      All People are safe

**Is this a purchasing item?**

Yes

**Summary & Background**

*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

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|  |                              |                                  |
|--|------------------------------|----------------------------------|
| <b>Agency Director Approval</b>                                  |                              | <b>County Manager's Approval</b> |
| <b>Typed Name and Title</b><br>Felicia Strong-Whitaker, Director | <b>Phone</b><br>404-612-5800 |                                  |
| <b>Signature</b>   | <b>Date</b>                  |                                  |

Revised 03/12/09 (Previous versions are obsolete)

Corrections Partners, Inc. is the Subrecipient of the Smart Re-entry Grant as the research evaluator that will contract with Fulton County Sheriff's Office. During the planning phase, Corrections Partners, Inc. will design and conduct an analysis of the existing systems and target population, aid in developing data-sharing agreements and implementing Applied Correctional Transition Strategy (ACTS) Software to sync with Odyssey, finalize the baseline recidivism rate unique to the target population and forecast the number of eligible participants to guide case management and treatment flow, and produce findings to aid in the development of both the County's Strategic Plan and the project Planning and Implementation Guide. During the implementation phase, Corrections Partners, Inc. will implement an evidence-based reentry unit in the jail for pre-release services; design and conduct an evaluation of the project's process and outcomes consistent with the "from Jail to Community Transition" (TJC) Model; and produce a final report including recommendations for future implementation of the County's Strategic Plan.

Corrections Partners and the Fulton County Sheriff's Office will convene, train, and support a multidisciplinary Task Force, which will develop and complete a Re-entry Planning and Implementation Guide to serve 18-24 year old moderate to high-risk offenders returning to Atlanta's West Side neighborhoods.

The goal of the program is to develop a five year plan to greatly reduce the recidivism rate over the targeted group while in Fulton County Jail facilities in both the male and female populations.

Department Recommendations: The Department request approval

Fiscal Impact: Grant funded

Project Implications: No impact on budget.

Community Issues/Concerns: None to the Agency's knowledge.

Department Issues/Concerns: None to the Agency's knowledge.

History of BOC Agenda Item: Has this item previously been before the BOC? No

**Contract & Compliance Information**

*(Provide Contractor and Subcontractor details.)*

| Solicitation Information | NON-MFBE | MBE | FBE | TOTAL |
|--------------------------|----------|-----|-----|-------|
| No. Bid Notices Sent:    |          |     |     |       |
| No. Bids Received:       |          |     |     |       |

|                             |   |
|-----------------------------|---|
| <b>Total Contract Value</b> | . |
| <b>Total M/FBE Values</b>   | . |
| <b>Total Prime Value</b>    | . |

**Fiscal Impact / Funding Source** *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*  
 Grant Funded

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*  
 Exhibit 1: Smart Re-Entry Exhibit "A"  
 Exhibit 2: Subrecipient Consultant Agreement

**Source of Additional Information** *(Type Name, Title, Agency and Phone)*

| Agency Director Approval                                  |                       | County Manager's Approval |
|---|-----------------------|---------------------------|
| Typed Name and Title<br>Felicia Strong-Whitaker, Director | Phone<br>404-612-5800 |                           |
| Signature   | Date                  |                           |

Revised 03/12/09 (Previous versions are obsolete)

| <b>Procurement</b>  |   |  |                                       |
|---|---|--|---------------------------------------|
| <b>Contract Attached:</b><br>Yes                                |   | <b>Previous Contracts:</b><br>No                     |                                       |
| <b>Solicitation Number:</b><br>.                                | <b>Submitting Agency:</b><br>Sheriff's Office | <b>Staff Contact:</b><br>Leighton Graham,<br>Colonel | <b>Contact Phone:</b><br>404-612-6782 |
| <b>Description:.</b>  |   |  |                                       |
| <b>FINANCIAL SUMMARY</b>  |   |  |                                       |
| <b>Total Contract Value:</b>                                    |   | <b>MBE/FBE Participation:</b>                        |                                       |
| Original Approved Amount:                                       | 0.00  | Amount: .  | %: .                                  |
| Previous Adjustments:   | 0.00  | Amount: .  | %: .                                  |
| This Request:   | \$192,110.75                                  | Amount: .  | %: .                                  |
| <b>TOTAL:</b>   | <b>\$192,110.75</b>                           | Amount: .  | %: .                                  |
| <b>Grant Information Summary:</b>                               |   |  |                                       |
| Amount Requested:   | \$192,110.75                                  | <input type="checkbox"/>                             | Cash                                  |
| Match Required:   | .   | <input type="checkbox"/>                             | In-Kind                               |
| Start Date:   | 10/1/2016                                     | <input type="checkbox"/>                             | Approval to Award                     |
| End Date:   | 9/30/2019                                     | <input checked="" type="checkbox"/>                  | Apply & Accept                        |
| Match Account \$:   | .   |  |                                       |
| <b>Funding Line 1:</b><br>999-461-330-SCA-<br>1160              | <b>Funding Line 2:</b><br>.                   | <b>Funding Line 3:</b><br>.                          | <b>Funding Line 4:</b><br>.           |
| <b>KEY CONTRACT TERMS</b>                                       |   |  |                                       |
| <b>Start Date:</b><br>10/1/2016                                 |   | <b>End Date:</b><br>9/30/2019                        |                                       |
| <b>Cost Adjustment:</b><br>.                                    |   | <b>Renewal/Extension Terms:</b><br>.                 |                                       |
| <b>ROUTING &amp; APPROVALS</b><br>(Do not edit below this line) |   |  |                                       |
| X   | Originating Department:                       | Carter, Jimmy  | Date: 5/16/2017                       |
| X   | County Attorney:                              | Palmer, Ashley                                       | Date: 7/10/2017                       |
| X   | Purchasing/Contract Compliance:               | Strong-Whitaker, Felicia                             | Date: 7/12/2017                       |
| X   | Finance/Budget Analyst/Grants Admin:          | Ash, Angela  | Date: 5/16/2017                       |
| .   | Grants Management:                            | .  | Date: .                               |
| X   | County Manager:                               | Anderson, Dick                                       | Date: 7/12/2017                       |



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*SPECIAL CONDITIONS*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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*SPECIAL CONDITIONS*

- 8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

- 9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

- 11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

- 12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.





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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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*SPECIAL CONDITIONS*

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

26. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

27. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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- 28. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 29. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
- 30. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- 31. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 32. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
- 33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
- 34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



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- 35. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-CZ-BX-0011 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
- 36. The recipient must deliver to BJA, by the termination of the award period, an electronic copy of the Final Analysis and Report by the research partner. The Final Analysis and Report by the research partner must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module. The Final Analysis and Reports are, in general, made available to the public through the National Criminal Justice Reference Service (NCJRS) and may be electronically posted in the NCJRS virtual library.
- 37. The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$150,000 for the sole purpose of establishing an action plan within 180 days of receiving final approval of the projects budget from OCFO. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed action plan and has issued a Grant Adjustment Notice (GAN) removing this condition.
- 38. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

- 39. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



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40. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**SUBRECIPIENT CONSULTANT AGREEMENT**

**AGREEMENT BETWEEN FULTON COUNTY SHERIFF’S OFFICE  
AND  
CORRECTIONS PARTNERS, INC.  
FOR  
THE SMART REENTRY GRANT**

**THIS AGREEMENT** is entered into effective the 1<sup>st</sup> day of October, 2016 by and between the Fulton County Sheriff’s Office (herein called the “Sheriff’s Office”) and Corrections Partners, Inc. (herein called “Consultant”) to undertake the Smart Reentry Grant as approved by the U.S. Department of Justice, Office of Justice Programs (herein called “OJP”).

**WHEREAS**, the SHERIFF’S OFFICE, in conjunction with Consultant, has applied for and has been awarded funds from OJP under the FY16 Smart Reentry: Focus on Evidence-Based Strategies for Successful Reentry from Incarceration to Community Grant, Award Date: 09/19/2016, Catalog of Domestic Federal Assistance (CFDA) No. 16.812, and Award Number #2016-CZ-BX-0011.

**WHEREAS**, SHERIFF’S OFFICE and Consultant wish to set forth the responsibilities and obligations of each in undertaking the Smart Reentry Grant and in utilizing such funds;

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**ARTICLE I – CONSULTANT’S SERVICES**

**Paragraph 1.0.** The Sheriff’s Office retains Consultant, and pursuant to said retention, Consultant agrees to render the services as hereinafter defined and required, to perform such services in the manner and to the extent required by the parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the parties.

**Paragraph 1.1.** Consultant represents, and the Sheriff’s Office acknowledges, that it will assign and designate the Consultant to render the services defined and required herein.

**Paragraph 1.2.** Consultant represents that it is an entity free to contract..

**Paragraph 1.3.** The Consultant acknowledges, under the U.S. Department of Justice, Office of Programs, Smart Reentry Grant he will comply with Federal Rules and Part 200 Uniform Requirements, “Special Conditions” as applicable. (See Exhibit A).

**ARTICLE II – SCOPE OF PROGRAM**

**Paragraph 2.0.** The goal of the Smart Reentry: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community program is to support jurisdictions to develop and implement comprehensive and collaborative strategies that address the challenges posed by reentry to increase public safety and reduce recidivism for individuals reentering communities from incarceration who are at medium to high risk for reoffending. The recipient will use FY16 Smart Reentry award funds to reduce recidivism and improve public safety through collaboration, coordination, and alignment of funding using the Transition from Jail to Community model and other evidence-based interventions.

**ARTICLE III – SCOPE OF SERVICES**

**Paragraph 3.0.** Upon execution of this Agreement, the Consultant shall commence providing professional services for the Sheriff's Office. The Consultant agrees to provide the following services to achieve the goal of the Smart Reentry Grant.

- 1) Review and adhere to the special conditions of the Smart Reentry-Focus on Evidence Based Strategies for Successful Reentry from Incarceration to Community Grant.
- 2) Develop, finalize, and implement the Smart Reentry program's strategic plan
- 3) Finalize the baseline recidivism rate and forecast eligible program participant flow to ensure program utilization rates.
- 4) Evaluate current case/jail transition planning practices and, if needed, train staff on proper case management to insure that inmates' identified high need areas (identified by ACTS Software for automated case management) are targeted;
- 5) Evaluate proposed custody programs used to mitigate identified needs, which are currently being addressed by a one-size-fits all approach, and suggest best practice program models designed to address specific targeted criminogenic needs;
- 6) Assist with jail therapeutic unit and offer additional suggestions (such as the use of community meeting materials) to increase program dosage and interaction between inmates and staff;
- 7) Evaluate continuity of care from jail to the community and identify community programs that are evidence-based and interlock with those in the jail;
- 8) Train community providers in the application of evidence based practice and their role in enhancing the work that has been done within the jail;



- 9) Maintain effective communication and working relationships with the Fulton County Office of Human Resources Management, the Sheriff, and the employees of the Sheriff's Office; and
- 10) Monitor and evaluate performance; provide quarterly progress reports and a final report that thoroughly assesses the results of the project.

**ARTICLE IV - COMPENSATION OF SERVICES**

**Paragraph 4.0.** The services described in Article II herein shall be performed during the grant award period of performance start date (October 1, 2016) and end date (September 30, 2019). The Consultant will be compensated as outlined below during the grant period of performance. Total Compensation shall not exceed \$198,890.

**1<sup>st</sup> Grant Period (October 1, 2016 – September 30<sup>th</sup>, 2017)** – Consultant will be compensated at an hourly rate of \$81.25 x 20.75 hours per week x 52 weeks. The annual salary shall not exceed \$87,668.75 during the 1<sup>st</sup> grant period. Also, the Consultant shall receive reimbursement for travel expenses up to \$3,380. Travel expenses include airfare, lodging and per diem for three (3) roundtrips from Poughkeepsie, NY to Atlanta, GA.

**2<sup>nd</sup> Grant Period (October 1, 2017 – September 30<sup>th</sup>, 2018)** – Consultant will be compensated at an hourly rate of \$81.25 x 12.36 hours per week x 52 weeks. The annual salary shall not exceed \$52,221 during the 2<sup>nd</sup> grant period. Also, the Consultant shall receive reimbursement for travel expenses up to \$2,255. Travel expenses include airfare, lodging and per diem for two (2) roundtrips from Poughkeepsie, NY to Atlanta, GA.

**3<sup>rd</sup> Grant Period (October 1, 2018 – September 30<sup>th</sup>, 2019)** – Consultant will be compensated at an hourly rate of \$81.25 x 12.36 hours per week x 52 weeks. The annual salary shall not exceed \$52,221 during the 3<sup>rd</sup> grant period. Also, the Consultant shall receive reimbursement for travel expenses up to \$1,113. Travel expenses include airfare, lodging and per diem for one (1) roundtrip from Poughkeepsie, NY to Atlanta, GA.

**Paragraph 4.1.** Notwithstanding the foregoing provisions, the Sheriff's Office shall have no duty to make deductions for unemployment insurance, social security contributions, or state and federal income taxes. Such payments shall be the sole responsibility of the Consultant.

**ARTICLE V – INVOICING AND PAYMENT**

**Paragraph 5.0. Time of Payment:** The Sheriff's Office shall make payments to Consultant within thirty (30) days after receipt of a proper invoice.

**Paragraph 5.1. Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Sheriff's Office  
185 Central Avenue, 9<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Attn: Dr. Vinyl Baker **OR**

**Via Email:** vinyl.baker@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Consultant Information
  - a. Consultant Name
  - b. Consultant Address
  - c. Consultant Code (will be provided by Sheriff's Office)
  - d. Consultant Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. CFDA #
  - d. Date(s) of Services Performed
  - e. Detailed Description of Services Provided
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**ARTICLE VI - NON-APPROPRIATION**

**Paragraph 6.0.** This Agreement states the total obligation to the Consultant for the grant period year of execution. Notwithstanding anything contained in this Agreement, the obligation of the Sheriff's Office to make payments provided under this Agreement shall be subject to annual appropriations of funds from the U.S. Department of Justice, Office of Justice Programs (OJP). The Sheriff's Office shall deliver written notice to the Consultant in the event OJP does not extend the budgeted funds for the succeeding grant period year. If sufficient funds have not been appropriated to support continuation of this Agreement for either the 2<sup>nd</sup> or 3<sup>rd</sup> grant period years, this Agreement shall terminate absolutely and without further obligation on the part of the Sheriff's Office at the close of the grant period year of its execution or at the close of the 2<sup>nd</sup> grant period year, with no renewal for the 3<sup>rd</sup> grant period year, unless a shorter termination period is provided in writing by the Sheriff's Office to the Consultant.

**ARTICLE VII - OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

**Paragraph 7.0** Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the Sheriff's Office for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the Sheriff's Office, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the Sheriff's Office at its sole discretion.

**ARTICLE VIII – PERFORMANCE MONITORING**

**Paragraph 8.0.** The Sheriff's Office will monitor the performance of Consultant against goals and performance standards as stated in Agreement. Also, the Consultant shall provide the Sheriff's Office all necessary reporting information as required by the U.S. Department of Justice, Office of Justice Programs (OJP). Substandard performance as determined by the Sheriff's Office will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time after being notified by the Sheriff's Office, contract suspension or termination procedures will be initiated.

**ARTICLE IX – NOTICES**

**Paragraph 9.0.** Communication and details concerning this Agreement shall be directed to the following contract representatives:

**Sheriff's Office Representative:**

Dr. Vinyl Baker  
Fulton County Sheriff's Office  
185 Central Avenue, 9<sup>th</sup> Floor  
Atlanta, GA 30303  
Phone: (404) 612-9240  
Fax: (404) 730-5870  
Email: vinyl.baker@fultoncountyga.gov

**Consultant Representative:**

Dr. Gary E. Christensen  
Corrections Partners, Inc.  
226 Market Lane  
Clinton Corners, New York 12514  
Phone: 914-489-1584  
Email: gchristensen@correctionspartners.com

**ARTICLE X - INDEMNIFICATION**

**Paragraph 10.0.** Consultant hereby covenants and agrees to indemnify and hold harmless the Sheriff's Office, including the Sheriff and all of his deputies, and employees, and Fulton County Government from any and all claims, losses, liabilities, damages, deficiencies, demands, judgments or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, or property damage, arising in any way from the actions or omissions of the Consultant, its directors, officers, employees, agents, successors, and assignees.

**Paragraph 10.1.** Consultant further agrees to release, indemnify, defend and hold harmless the Sheriff's Office, the Sheriff and all of his Deputies and employees and the County, its Commissioners, officers, and employees from any injury, loss, claim, demand, without regard to negligence. Nothing herein shall be construed to preclude Consultant from bringing suit for breach of Contract.

**ARTICLE XI – TERMINATION**

**Paragraph 11.0.** If, through any cause, Consultant shall fail to fulfill its obligations under the Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of the Agreement are violated by the Consultant, the Sheriff's Office shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice upon the Consultant of its intent to suspend or terminate the Agreement. If the Agreement is suspended by the Sheriff's Office, the Consultant will be given a specified time period to perform its contractual obligations. If the Contract is terminated by the Sheriff's Office, the Consultant will be compensated for the hours completed as of the termination date.

**Paragraph 11.1.** In the event that the Sheriff's Office determines it is no longer in its best interest to retain an expert for the purposes described herein, the Sheriff's Office may terminate this Agreement by giving at least thirty (30) calendar days prior notice in writing (by hand delivery or posting in the U.S. Mail) to the Consultant by stating the reasons for such termination.

**ARTICLE XII- INDEPENDENT CONSULTANT STATUS**

**Paragraph 12.0.** Nothing contained herein shall be deemed to create any relationship other than that of an independent Consultant between the Sheriff's Office and Consultant. Under no circumstances shall Consultant be deemed an employee, agent, partner, successor, assignee or legal representative of the Sheriff's Office or the County.

**Paragraph 12.1.** Consultant acknowledges that he shall have no rights to redress pursuant to the Personnel Rules and Regulations of Fulton County.

**ARTICLE XIII-TERM OF CONTRACT**

**Paragraph 13.0.** The duration of this Contract shall be for three years (3) beginning in October 1, 2016 and ending in September 30, 2019, unless earlier terminated in accordance with this Agreement or renewed by the parties in writing.

**ARTICLE XIV- VARIATIONS OR MODIFICATIONS TO CONTRACT**

**Paragraph 14.0.** This contract constitutes the entire agreement between the Sheriff's Office and the Consultant, and there are no further written or oral agreements with respect thereto. No variation or modifications of the contract, and no waiver of its provisions, shall be valid unless in writing and signed by the Sheriff's Office and the Consultant or his duly authorized representative.

**ARTICLE XV - SEVERABILITY OF TERMS**

**Paragraph 15.0.** If any part of the provision of this Contract is held invalid, the remainder of this contract shall not be affected and thereby shall continue in full force and effect.

**ARTICLE XVI – CAPTIONS**

**Paragraph 16.0.** The captions inserted herein are only as a matter of convenience and for reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof.

**ARTICLE – XVII GOVERNING LAW**

**Paragraph 17.0.** This contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia, venue Fulton County.

**[SIGNATURES ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals.

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Theodore Jackson  
Sheriff of Fulton County  
185 Central Avenue S.W.  
Atlanta, Georgia 30303

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gary E. Christensen, Ph. D.  
Corrections Partners, Inc.  
226 Market Lane  
Clinton Corners, New York 12514

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the County Attorney

Date: \_\_\_\_\_