

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia 2020 S.T.O.P VAWA Formula Grant

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County District Attorney's

FUNDING CATEGORY: Law Enforcement Training

SUBGRANT NUMBER: W20-8-005

FEDERAL FUNDS: \$ 25,000

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 25,000

GRANT PERIOD: 01/01/21-12/31/21

Award is hereby made in the amount and for the period shown above for a grant under the Violence Against Women Act (VAWA) as set out in Title IV, of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violence Against Women Act. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal
Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 03/09/21

Robert L. Pitts 3/17/2021
Signature of Authorized Official Date

ROBERT L. PITTS

CHAIRMAN

Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)

ITEM # 2021-0119 RCS 2/17/21
RECESS MEETING

Tonya R. Grier
TONYA R. GRIER
CLERK TO THE COMMISSION

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11xxx	1	01/01/21	9		**	W20-8-005
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11yy2				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	FY20 VAWA Competitive Award	624.41	\$ 25,000

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee Tier _____, if known: Fulton County District Attorney's Office Congressional District, if known: 5th	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Fulton County Board of Commissioners Congressional District, if known: 5th	
6. Federal Department/Agency:	7. Federal Program Name/Description: VAWA W20-8-005 CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 25,000	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Robert L. Pitts</u> Print Name: <u>ROBERT L. PITTS</u> Title: <u>CHAIRMAN</u> Telephone No.: _____ Date: <u>3/17/2021</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

TONYA R. GRIER
CLERK TO THE COMMISSION





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding 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 records, 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 commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; 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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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 employee 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 to 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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 (d)(2), 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;

(g) 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)

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

VAWA W20-8-005

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative



5. Signature

3/17/2021
6. Date

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

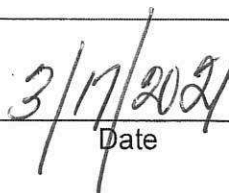
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ROBERT L. PITTS

Name and Title of Authorized Representative



Signature



Date

Name of Organization


Address of Organization

**STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.


Signature


Date

CRIMINAL JUSTICE COORDINATING COUNCIL

S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT NUMBER: W20-8-005

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials RJP

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials RJP

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of TTY answering procedures. If a TTY machine is unavailable, the subgrantee agrees to utilize video relay services, video remote interpreting, or comparable service.

Initials RJP

4. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38 which prohibits specific forms of discrimination on the basis of religion, a religious belief, or refusal to attend or participate in a religious practice. Subgrantees may not use federal grant funds for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. Part 38 makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials RJP

5. The subgrantee must comply with all applicable requirements of 28 C.F.R. part 54, which relates to non-discrimination on the basis of sex in certain "education programs."

Initials RSP

6. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials RSP

7. The subgrantee 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. The subgrantee agrees that as a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d, or other Federal grant program requirements it must meet two requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42 subpart E, and (2) submitting to the Office for Civil Rights Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 42.205(c)(5)).

Initials RSP

8. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program (EEO). An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. The Equal Employment Opportunity (EEO) Reporting System will allow you to create your organization's account, then prepare and submit an EEO Certification Form For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare an EEO and submit it to OCR for review within 120 days of the award date. In addition, your organization must complete Section C of the Certification Form and return it to OCR. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.gov/about/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization must maintain the EEOP on file and make it available for review on request. In addition, your organization must complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <https://ocr-eeop.ncjrs.gov/>.

If your organization received an award for less than \$25,000, or if your organization has less than 50 employees, regardless of the amount of the award, or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <https://ocr-eeop.ncjrs.gov/>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

Initials RJH

9. Subgrantee agencies are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subgrant conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials RJH

10. Pursuant to U.S. Attorney General Order No. 23532001, and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (non-cash) services necessary to protect life or safety and do not charge for said services based on the recipients' income, may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.) Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. (Department of Justice (2001), Final Specification of

Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.; O.C.A §17-5-100(f)).

Initials RLP

11. The subgrantee agrees to comply with applicable requirements regarding registration and maintaining current information in the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Initials RLP

12. Pursuant to 2 C.F.R. 200.315(b), the Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this subaward, contract or subcontract pursuant to this award and (b) any work that is subject to copyright for which ownership was purchased by a subgrantee or a contractor with support under this award. In addition, the subgrantee (or contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Initials RLP

13. The subgrantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C 10101 et seq., , and OVW's implementing regulations at 28 CFR Part 90.

Initials RLP

14. The subgrantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The grantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

Initials RLP

15. The subgrantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and provide outreach about available services.

Initials RLP

16. The subgrantee agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide. The grantee also agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials RLP

17. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OVW. The subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal, and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 USC 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the subgrantee, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials RLP

18. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific costs limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <https://www.justice.gov/ovw/conference-planning>.

Initials RLP

19. The subgrantee agrees that consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must have prior approval from CJCC prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour.

Initials RLP

20. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

All materials and publications (written, web-based, audio-visual, or any other format) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Initials RLP

21. The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

Initials RLP

22. If the subgrantee uses STOP funds to provide any training to persons outside their agency, they agree to submit an agenda and any training materials to be paid for with the STOP grant for CJCC's approval no later than 30 days prior to the scheduled training.

Initials RLP

23. The subgrantee agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials RLP

24. Law enforcement equipment - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

Initials RLP

25. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OVW award, and those award funds 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 being provided under this OVW award, the subgrantee will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials RLP

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

Initials RLP

27. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials RLP

28. The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds 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 involving grant funds. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division, ATTN: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

online: <https://oig.justice.gov/hotline/contact-grants.htm>
or fax: (202) 616-9881

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

Initials RLP

29. The subgrantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on subgrantee's funds for non-compliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(E) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Initials RLP

30. The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials RLP

31. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials RLP

32. Subgrantee agencies agree to comply with the core services training and continuation education requirements applicable to their agency type as outlined in the Request for Applications and the application submitted for 2021 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials RLP

33. The subgrantee agrees to comply with the Criminal Justice Coordinating Council Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials RLP

34. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials RLP

35. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and

budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

Initials RJP

36. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim, they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials RJP

37. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

Initials RJP

38. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials RJP

39. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials RJP

40. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award packet. Each subgrantee must sign and return all award documents and all required forms within 45 calendar days of the award date to this [link](#). The adjustment request must be accompanied by an accurate detailed project budget in the format requested by the Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials RJP

41. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials RLP

42. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RLP

43. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC 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).

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials RLP

44. The subgrantee agrees to submit annual electronic progress report(s) on program activities and program effectiveness measures. Information that subgrantees must collect includes but is not limited to: 1) number of victims receiving requested services, 2) number of persons seeking services who could not be served, 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents, 4) number of sexual assault nurse examiners trained, and 5) number of victim advocates supported by grant funding.
- i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to Criminal Justice Coordinating Council October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.
 - ii. Statistical data describing project performance from programs providing Criminal Justice System Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. CJSSRs describing program outputs (total services delivered, total clients served, etc.) are due annually by March 30th.
 - iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice

Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance report is due October 30th.

- iv. Subgrantee agencies providing direct victim services and criminal justice system improvement activities are required to complete a VSSR and CJSSR report.
- v. An annual progress report that collects information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of people seeking services who could not be served is due within 45 days of the end of the annual reporting period, December 31, or by a date set by CJCC.

Initials

RLP

45. All VAWA Criminal Justice System Improvement (CJSI) subgrantees must provide a 25% match contribution of cash or in-kind dollars. Victim service providers receiving STOP funds and all SASP subgrantees are exempt from the match requirement.

Initials

RLP

46. VAWA CJSI subgrantees may submit match through in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$15.00 per hour. Higher rates must be pre-approved by CJCC.

If using volunteers, the subgrantee agrees to utilize project volunteers that provide direct services. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at

<https://cjcc.georgia.gov/sites/cjcc.georgia.gov/files/Volunteer%20Time%20Record%20%281%29.xlsx>

Initials

RLP

47. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

RLP

48. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees employees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials

RLP

49. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials RJP

50. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials RJP

51. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

Initials RJP

52. The subgrantee authorizes the Office on Violence Against Women, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VAWA grant. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after the closeout of the federal award or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336. Contact CJCC for questions related to the disposal of records.

Initials RJP

53. The subgrantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

Initials RJP

54. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials RJP

55. Repeated late submission of any reports may result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials RLP

56. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials RLP

57. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the recipient is a high-risk subgrantee.

Initials RLP

58. No subgrantee under this award, or entity that receives a 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 restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal departments or agency authorized to receive such information.

1. In accepting this award, the subgrantee:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise 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 agency making award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized under this award to make subawards, procurement contracts, or both:

- a. It represents that it has determined that no other entity that the recipient's application proposes may or will receive award funds 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

- b. It certifies that, if it learns or is notified that any subgrantee, 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials RLD

59. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

Initials RLD

60. The subgrantee agrees to comply with the provisions of 34 USC 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subgrantee also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision on the OVE website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

Initials RLD

61. If providing legal assistance under this subaward, the subgrantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subgrantee. The legal assistance eligibility requirements are:

1. Any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide,
2. Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials,
3. Any person or organization providing legal assistance through this Program has informed and

will continue to inform State, Local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4. The subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

Initials

RLP

62. The subgrantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Initials

RLP

63. Grant funds may be used only for the purposes in the subgrantee's approved application, unless CJCC determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from CJCC.

Initials

RLP

64. The subgrantee agrees to attend and participate in CJCC-sponsored technical assistance. Technical assistance includes, but is not limited to, conferences, webinars, peer-to-peer consultations, and workshops. The subgrantee's participation is critical for effective administration of the STOP Formula Grant program and to ensure adherence to statutory provisions.

Initials

RLP

65. The subgrantee agrees to submit any and all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions, see Special Condition #42. (Non-profits only)

Initials

RLP

66. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly, CJCC may deobligate the remaining funds from each respective quarter.

Initials

RLP

67. The subgrantee 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 subgrantees, or individuals defined (for purposes of this condition) as "employees" of the recipient subgrantee. The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials

RLP

68. The subgrantee must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Criminal Justice Coordinating Council no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials RJP

69. No subgrantee may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials RJP

70. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials RJP

71. The subgrantee, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions>. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials RJP

72. The subgrantee 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 subgrantee 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.

Initials RJP

73. The subgrantee agrees to, as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subgrantees

obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials RJP

74. The subgrantee must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials RJP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.



Authorized Official Signature

3/17/2021
Date

ROBERT L. PITTS

Print Authorized Official Name

Title

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia 2020 S.T.O.P VAWA Formula Grant

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County District Attorney's

FUNDING CATEGORY: Victim Services

SUBGRANT NUMBER: W20-8-006

FEDERAL FUNDS: \$ 67,000

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 67,000

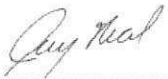
GRANT PERIOD: 01/01/21-12/31/21

Award is hereby made in the amount and for the period shown above for a grant under the Violence Against Women Act (VAWA) as set out in Title IV, of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violence Against Women Act. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 03/09/21



Signature of Authorized Official Date

ROBERT L. PITTS

CHAIRMAN

Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)

ITEM # 2021-0119 RCS 3/17/21
RECESS MEETING



INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11xxx	1	01/01/21	9		**	W20-8-006
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11yy2				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	FY20 VAWA Competitive Award	624.41	\$ 67,000

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee Tier _____, if known: Fulton County District Attorney's Office Congressional District, if known: 5th			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Fulton County Board of Commissioners Congressional District, if known: 5th		
6. Federal Department/Agency:			7. Federal Program Name/Description: VAWA W20-8-006 CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 67,000		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Robert L. Pitts</u> Print Name: <u>ROBERT L. PITTS</u> Title: <u>CHAIRMAN</u> Telephone No.: _____ Date: <u>3/17/20</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

TONYA R. GRIER
CLERK TO THE COMMISSION



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding 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 records, 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 commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; 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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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 employee 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 to 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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 (d)(2), 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;

(g) 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)

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

VAWA W20-8-006

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative



5. Signature

3/17/2021

6. Date




STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.


Signature


Date

CRIMINAL JUSTICE COORDINATING COUNCIL

S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT NUMBER: W20-8-006

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials RLP

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials RLP

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of TTY answering procedures. If a TTY machine is unavailable, the subgrantee agrees to utilize video relay services, video remote interpreting, or comparable service.

Initials RLP

4. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38 which prohibits specific forms of discrimination on the basis of religion, a religious belief, or refusal to attend or participate in a religious practice. Subgrantees may not use federal grant funds for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. Part 38 makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials RLP

5. The subgrantee must comply with all applicable requirements of 28 C.F.R. part 54, which relates to non-discrimination on the basis of sex in certain "education programs."

Initials RLJ

6. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials RLJ

7. The subgrantee 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. The subgrantee agrees that as a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d, or other Federal grant program requirements it must meet two requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42 subpart E, and (2) submitting to the Office for Civil Rights Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 42.205(c)(5)).

Initials RLJ

8. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program (EEO). An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. The Equal Employment Opportunity (EEO) Reporting System will allow you to create your organization's account, then prepare and submit an EEO Certification Form For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare an EEO and submit it to OCR for review within 120 days of the award date. In addition, your organization must complete Section C of the Certification Form and return it to OCR. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.gov/about/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization must maintain the EEOP on file and make it available for review on request. In addition, your organization must complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <https://ocr-eeop.ncjrs.gov/>.

If your organization received an award for less than \$25,000, or if your organization has less than 50 employees, regardless of the amount of the award, or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <https://ocr-eeop.ncjrs.gov/>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

Initials RYL

9. Subgrantee agencies are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subgrant conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials RYL

10. Pursuant to U.S. Attorney General Order No. 23532001, and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (non-cash) services necessary to protect life or safety and do not charge for said services based on the recipients' income, may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.) Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. (Department of Justice (2001), Final Specification of

Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.; O.C.A §17-5-100(f)).

Initials RJP

11. The subgrantee agrees to comply with applicable requirements regarding registration and maintaining current information in the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Initials RJP

12. Pursuant to 2 C.F.R. 200.315(b), the Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this subaward, contract or subcontract pursuant to this award and (b) any work that is subject to copyright for which ownership was purchased by a subgrantee or a contractor with support under this award. In addition, the subgrantee (or contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Initials RJP

13. The subgrantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C 10101 et seq., , and OVW's implementing regulations at 28 CFR Part 90.

Initials RJP

14. The subgrantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The grantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

Initials RJP

15. The subgrantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and provide outreach about available services.

Initials RJP

16. The subgrantee agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide. The grantee also agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials RJP

17. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OVW. The subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal, and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 USC 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the subgrantee, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials RJP

18. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific costs limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <https://www.justice.gov/ovw/conference-planning>.

Initials RJP

19. The subgrantee agrees that consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must have prior approval from CJCC prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour.

Initials RLP

20. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

All materials and publications (written, web-based, audio-visual, or any other format) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Initials RLP

21. The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

Initials RLP

22. If the subgrantee uses STOP funds to provide any training to persons outside their agency, they agree to submit an agenda and any training materials to be paid for with the STOP grant for CJCC's approval no later than 30 days prior to the scheduled training.

Initials RLP

23. The subgrantee agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials RLP

24. Law enforcement equipment - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

Initials RLP

25. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OVW award, and those award funds 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 being provided under this OVW award, the subgrantee will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials RYP

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

Initials RYP

27. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials RYP

28. The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds 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 involving grant funds. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division, ATTN: Grantee Reporting
950 Pennsylvania Ave., NW
Washington, DC 20530

online: <https://oig.justice.gov/hotline/contact-grants.htm>
or fax: (202) 616-9881

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

Initials RYP

29. The subgrantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on subgrantee's funds for non-compliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(E) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Initials RYP

30. The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials RYP

31. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials RYP

32. Subgrantee agencies agree to comply with the core services training and continuation education requirements applicable to their agency type as outlined in the Request for Applications and the application submitted for 2021 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials RYP

33. The subgrantee agrees to comply with the Criminal Justice Coordinating Council Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials RYP

34. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials RYP

35. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and

budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

Initials RLP

36. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim, they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials RLP

37. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

Initials RLP

38. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials RLP

39. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials RLP

40. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award packet. Each subgrantee must sign and return all award documents and all required forms within 45 calendar days of the award date to this [link](#). The adjustment request must be accompanied by an accurate detailed project budget in the format requested by the Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials RLP

41. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials RLP

42. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RLP

43. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC 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).

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials RLP

44. The subgrantee agrees to submit annual electronic progress report(s) on program activities and program effectiveness measures. Information that subgrantees must collect includes but is not limited to: 1) number of victims receiving requested services, 2) number of persons seeking services who could not be served, 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents, 4) number of sexual assault nurse examiners trained, and 5) number of victim advocates supported by grant funding.
- i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to Criminal Justice Coordinating Council October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.
 - ii. Statistical data describing project performance from programs providing Criminal Justice System Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. CJSSRs describing program outputs (total services delivered, total clients served, etc.) are due annually by March 30th.
 - iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice

Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance report is due October 30th.

- iv. Subgrantee agencies providing direct victim services and criminal justice system improvement activities are required to complete a VSSR and CJSSR report.
- v. An annual progress report that collects information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of people seeking services who could not be served is due within 45 days of the end of the annual reporting period, December 31, or by a date set by CJCC.

Initials

RLP

45. All VAWA Criminal Justice System Improvement (CJSI) subgrantees must provide a 25% match contribution of cash or in-kind dollars. Victim service providers receiving STOP funds and all SASP subgrantees are exempt from the match requirement.

Initials

RLP

46. VAWA CJSI subgrantees may submit match through in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$15.00 per hour. Higher rates must be pre-approved by CJCC.

If using volunteers, the subgrantee agrees to utilize project volunteers that provide direct services. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at

<https://cjcc.georgia.gov/sites/cjcc.georgia.gov/files/Volunteer%20Time%20Record%20%281%29.xlsx>

Initials

RLP

47. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

RLP

48. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees employees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials

RLP

49. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials RJP

50. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials RJP

51. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

Initials RJP

52. The subgrantee authorizes the Office on Violence Against Women, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VAWA grant. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after the closeout of the federal award or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336. Contact CJCC for questions related to the disposal of records.

Initials RJP

53. The subgrantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

Initials RJP

54. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials RJP

55. Repeated late submission of any reports may result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials RLP

56. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials RLP

57. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the recipient is a high-risk subgrantee.

Initials RLP

58. No subgrantee under this award, or entity that receives a 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 restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal departments or agency authorized to receive such information.

1. In accepting this award, the subgrantee:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise 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 agency making award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized under this award to make subawards, procurement contracts, or both:

- a. It represents that it has determined that no other entity that the recipient's application proposes may or will receive award funds 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

- b. It certifies that, if it learns or is notified that any subgrantee, 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials

RLP

59. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

Initials

RLP

60. The subgrantee agrees to comply with the provisions of 34 USC 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subgrantee also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision on the OVE website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

Initials

RLP

61. If providing legal assistance under this subaward, the subgrantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subgrantee. The legal assistance eligibility requirements are:
1. Any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide,
 2. Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials,
 3. Any person or organization providing legal assistance through this Program has informed and

will continue to inform State, Local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4. The subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

Initials

RLP

62. The subgrantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

Initials

RLP

63. Grant funds may be used only for the purposes in the subgrantee's approved application, unless CJCC determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from CJCC.

Initials

RLP

64. The subgrantee agrees to attend and participate in CJCC-sponsored technical assistance. Technical assistance includes, but is not limited to, conferences, webinars, peer-to-peer consultations, and workshops. The subgrantee's participation is critical for effective administration of the STOP Formula Grant program and to ensure adherence to statutory provisions.

Initials

RLP

65. The subgrantee agrees to submit any and all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions, see Special Condition #42. (Non-profits only)

Initials

RLP

66. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly, CJCC may deobligate the remaining funds from each respective quarter.

Initials

RLP

67. The subgrantee 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 subgrantees, or individuals defined (for purposes of this condition) as "employees" of the recipient subgrantee. The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials

RLP

68. The subgrantee must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Criminal Justice Coordinating Council no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials RLL

69. No subgrantee may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials RLL

70. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials RLL

71. The subgrantee, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions>. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials RLL

72. The subgrantee 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 subgrantee 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.

Initials RLL

73. The subgrantee agrees to, as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subgrantees

obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions>.

Initials

RLP

74. The subgrantee must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

Initials

RLP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.



Authorized Official Signature

3/17/2021

Date

**ROBERT L. PITTS
CHAIRMAN**

Print Authorized Official Name

Title

STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENT ADMINISTRATIVE INFORMATION:

Expense: X

DBHDD CONTRACT #: 44100-026-0000138523

DBHDD Requisition #: 0000138523

Contractor's FEI #: 58-6001729

Contractor's FY End Date: 6/30

Contractor's Entity Type: Public

Total Obligation: \$ 0.00

Federal: \$ 0.00

State: \$ 0.00

Match: \$ 0.00

NIGP Code: 95262

CFDA #: 97.032

SECTION I GENERAL CONTRACT PROVISIONS

SECTION IA

PARA #101 CONTRACT BETWEEN:

(101) 05/02/16

This contract is made and entered into by and between the **Department of Behavioral Health and Developmental Disabilities**, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 37-1-20, and hereinafter referred to as DBHDD or the DEPARTMENT;

AND

FULTON COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH & DEVELOPMENTAL DISABILITIES
141 Pryor Street, Suite 1031
Atlanta, GA 30303

legally empowered to contract pursuant to laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of the Contractor, without the express written permission of DBHDD executed by a principal of DBHDD authorized to execute contracts for DBHDD.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a State of Georgia income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

PARA #102 PERIOD OF CONTRACT:

(102A) 3/10/94

This contract has an effective beginning date of the 1st day of November, 2019, and shall terminate on the 31st day of October, 2023, unless terminated earlier under other provisions of this contract.

PARA #103 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(103) 05/02/14

A. Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the Department and the Contractor may be changed during the term of this contract by written notification to the other party by the Department or by the Contractor.

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Department of Behavioral Health and Developmental Disabilities
Office of Adult Mental Health
Attn: Jeannette David
2 Peachtree Street NW, Suite 23-213
Atlanta, GA 30303
Telephone #: 404.657.2354
E-mail: jeannette.david@dbhdd.ga.gov

2. The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Fulton County Department of Behavioral Health and Developmental Disabilities
Attn: Latrina Foster
141 Pryor Street, Suite 1031
Atlanta, Georgia 30303
Telephone #: 404-613-7013
E-mail: latrina.foster@fultoncountyga.gov

B. Mailing Address for Contract Payments:

The Contractor's mailing address for contract payment checks or remittance advice (for electronic funds transfer only) is:

Fulton County Department of Behavioral Health and Developmental Disabilities
141 Pryor Street, Suite 1031
Atlanta, Georgia 30303

PARA #104 DEFINITIONS:

(104) 3/8/17

As used in this CONTRACT:

"Provider Manual" means any Community Provider Manual published by DBHDD which is applicable to the type of services that Contractor is delivering under this Contract and which is in effect at the time of service delivery. Information about the applicability of Provider Manuals and how they may be accessed is provided in Paragraph #105 of this Contract.

"Individual" means a person to whom Contractor is providing services pursuant to this Contract.

"Subcontractor" (whether or not the term is capitalized) means a person or entity who is not an employee of Contractor and who is delivering services to Individuals on Contractor's behalf which Contractor is obligated to deliver under this Contract. (The term "Subcontractor" includes, but is not limited to, a Contractor's staff member who is an independent contractor rather than an employee.) A "subcontract" is the agreement between Contractor and a subcontractor, and "subcontracting" is the act of entering into subcontracts with subcontractors. Note that not all Contracts permit Contractors to subcontract services, and the terms of this Contract and applicable DBHDD Policies should be reviewed to determine whether the Contractor is permitted to subcontract services under this Contract.

"Administrative Services Organization", also referred to as **"ASO"**, refers to an organization that is an authorized agent of DBHDD that is contracted to perform certain administrative functions such as, but not limited to, quality reviews of service delivery, compliance audits, utilization management and utilization review, claims processing, operation of the crisis and access line, and other activities in support of DBHDD and its provider network.

PARA #105 COMPLIANCE WITH DBHDD POLICIES AND PROVIDER MANUALS:

(105) 05/01/19

- A. DBHDD sets policies with which community service Providers are required to comply at all times. All DBHDD policies are accessible through the [DBHDD PolicyStat](https://qadbhdd.policystat.com/) website at <https://qadbhdd.policystat.com/>. This website includes a link to the **DBHDD PolicyStat Index** which will assist Contractor in identifying the applicable policies for Community Providers. Contractor agrees to comply with the DBHDD policies applicable to Contractor, as from time to time amended, whether or not any such policy is specifically referenced in this Contract.

- B. DBHDD and the Department of Community Health (DCH) also maintain Provider Manuals for Community Behavioral Health Services and for Community Developmental Disabilities services with which community services Providers are required to comply at all times. Contractor agrees to comply with the DBHDD and DCH Provider Manuals applicable to Contractor, whether or not a specific Provider Manual requirement is specifically referenced in this Contract. All DBHDD and DCH Provider Manuals are accessible through the [DBHDD PolicyStat](https://qadbhdd.policystat.com/) website at <https://qadbhdd.policystat.com/>. By execution of this Contract, Contractor certifies that Contractor has accessed and reviewed the applicable Provider Manual.
- C. Provider Manuals are applicable depending upon the type of services a Provider is approved by DBHDD to provide.
1. For Behavioral Health services, the applicable Provider Manual is the [DBHDD Provider Manual for Community Behavioral Health Providers](#) and is found within DBHDD Policy [Provider Manual for Community Behavioral Health Providers, 01-112](#).
 2. For Developmental Disabilities services, the applicable DBHDD Provider Manuals are the [DBHDD Provider Manual for Community Developmental Disabilities Providers](#) (for NOW and COMP waiver services) and, when the Provider is providing State-funded services, the [DBHDD Provider Manual for Community Developmental Disabilities Providers of State-Funded Developmental Disabilities Services](#). Links to the current version of these manuals is found in DBHDD Policy [Provider Manuals for Community Developmental Disabilities Providers, 02-1201](#) and [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#).
 3. For Developmental Disabilities services funded through the NOW and COMP waivers, the applicable DCH Provider Manuals (to be used in addition to the DBHDD Provider Manuals) are found at DCH's MMIS website: <http://www.mmis.georgia.gov/>. All NOW and COMP waiver service providers must comply with the DCH manual *Part I Policies and Procedures for Medicaid/Peachcare for Kids*. All NOW and COMP waiver service providers must also comply with the applicable *Part II* and *Part III* DCH manuals, as required and specified by DCH. For convenience, DBHDD has listed the applicable *Part II* and *Part III* manuals in the DBHDD policy [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#); however, the Provider has an independent duty to confirm which DCH manuals are applicable.
- D. Each Provider Manual is updated periodically (generally in January, April, July, and October of each year), and the Contractor is responsible for complying with the Provider Manual as amended.
- E. Each Provider Manual contains definitions and descriptions of the various services which DBHDD may authorize Contractors to deliver. Contractor agrees to maintain a record of which of those services DBHDD has authorized Contractor to deliver under this Contract, and Contractor shall deliver those services in accordance with the service definitions and descriptions in the Provider Manual, as well as with the other requirements and standards set forth in the Provider Manual.

PARA #106 APPROVED SERVICES AND LOCATIONS:

(106) 3/8/17

- A. DBHDD's Office of Provider Network Management approves Contractors to deliver specific services at particular physical addresses and for specified counties of coverage. The only services that may be provided under this Contract are those for which Contractor has received specific approval to deliver from DBHDD's Office of Provider Network Management.
- B. Contractor may request and will be provided with the ***Provider Approved Locations and Services*** document from the Office of Provider Network Management at any time, and a copy is provided at the initiation or renewal of each Contract. DBHDD will provide written notification to Contractor of subsequent changes to approved locations or services, as appropriate, throughout the term of this Contract.
- C. Contractor agrees that the services covered by this Contract will be provided only in the counties and from the site locations at the physical addresses that are approved by the DBHDD Office of Provider Network Management. Services the Contractor is not approved to deliver and services delivered in unapproved locations are not covered by this Contract and are not reimbursable. Submission of claims for services delivered in unapproved locations may result in termination of this Contract.

PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

(104A) 4/13/99

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.

- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #108 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

(105) 3/8/17

- A. The Contractor agrees to abide, and to ensure that its subcontractors (if subcontracting is permitted under this Contract) abide, by all State and Federal laws, rules and regulations regarding confidentiality of every Individual's records, including but not limited to Federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§ 37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.
- B. Contractor further agrees not to divulge any information concerning any Individual to any unauthorized person without the written consent of the Individual, or guardian of the person of an Individual, or parent or court-appointed custodian of a minor Individual, as applicable.
- C. Contractor acknowledges that some material and information that may come into its possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, and that the disclosure of such information to or use of such information by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law.
- D. Contractor hereby expressly agrees to immediately remove its employees or subcontractors from performing any work in connection with this Contract upon DBHDD giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for DBHDD may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- E. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged and/or protected health information under any applicable law or regulation, it will inform DBHDD in writing within two (2) business days of the receipt of the request. Contractor further will inform the Open Records Act requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow DBHDD the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged or protected health information that may be responsive to the request. Contractor shall not release the requested information to the requesting party until two (2) weeks following Contractor's receipt of the request, unless DBHDD expressly authorizes an earlier release in writing.

PARA #109 CONFLICT OF INTEREST:

(111) 4/12/85

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #110 CONTRACT MODIFICATION/ALTERATION:

(107) 05/01/15

- A. No modification or alteration of the terms and conditions of this Contract, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DBHDD agreement number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) is reduced during the term of this Contract, DBHDD has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a Contract amendment or a termination of the Contract. The certification by the Commissioner of DBHDD of the occurrence of either the reductions stated above or termination of this Contract shall be conclusive.

PARA #111 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(108) 04/08/13

The Department reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the Department that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract. Alternatively or additionally, the Department may require further proof of reimbursable expenses prior

to payment thereof, and/or require improvement, at the discretion of and to the satisfaction of the Department, in the programmatic performance or service delivery.

PARA #112 NOTIFICATION OF BREACH OR FAILURE TO PERFORM AND OPPORTUNITY TO CURE:

(206) 3/8/17

- A. In the event DBHDD determines that the Contractor has breached or failed to perform any of the terms of this Contract, DBHDD may, in its sole discretion, within a reasonable time after determination of such breach or failure by Contractor, notify the Contractor of the breach or failure to perform by e-mail or by U.S. mail. The notice may, at the discretion of DBHDD, inform the Contractor of any opportunity to cure the breach or failure to perform, to include development and implementation of a corrective action plan (CAP), and in such event will further provide the time period for the completion of such cure or plan. DBHDD is not required to provide notice or opportunity to cure.
- B. Corrective Action Plan: Upon notice to the Contractor of a failure to perform or breach of the terms of this Contract, DBHDD may require and/or permit the Contractor to develop and implement a Corrective Action Plan (CAP). The CAP must be developed by the Contractor within the time period specified by DBHDD and must be submitted to DBHDD for approval. A CAP must be specific and must, at a minimum, include provisions aimed toward correction of the deficiencies, indicate reasonable completion dates, fully describe the methodology to be used to accomplish complete and permanent corrective action, and describe methods for ensuring full compliance with the CAP. Failure to comply with a submitted CAP may result in actions outlined in the Contract or in DBHDD policy. DBHDD may require the Contractor, as a part of a CAP, to participate in a program of technical assistance provided by or on behalf of DBHDD, any cost of which, when applicable, shall be borne by the Contractor.

PARA #113 SEVERABILITY:

(109) 05/01/15

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION:

(110B) 5/1/19

This Contract may be terminated by either party without cause: however, the party seeking to terminate the Contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of the termination. This Contract may be terminated for cause, in whole or in part, at any time by DBHDD for failure of the Contractor to perform any of the provisions hereof or failure of the Contractor to ensure subcontractors perform all of the provisions hereof. Should termination occur, notice of termination shall be in writing and specify the reason for termination and termination date. The Contract may be immediately terminated upon the occurrence of any of the following:

- A. The Contractor or any subcontractor fails to protect the health, safety and welfare of any Individual served pursuant to this Contract.
- B. The Contractor, any of its subcontractors, any employee or owner principal of the Contractor, or any employee or owner or principal of any subcontractor, violates or fails to comply with any law or regulation, or is convicted of violating or failing to comply with any law or regulation (whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place), during the term of this Contract. Laws and regulations contemplated by this subparagraph (B) include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicaid fraud and/or fraud against the State of Georgia or the federal government.
- C. The Contractor is excluded from participation in the Medicaid or Medicare program or the Contractor's Medicaid Provider Enrollment Number is terminated.
- D. The Contractor or any subcontractor provides any fraudulent or misleading information to DBHDD, or to agents or contractors of DBHDD who monitor the Contractor's service delivery or who monitor any Individual served by the Contractor (including, but not limited to, support coordination contractors and the support coordinators employed by them, auditors or reviewers employed by DBHDD, ASO employees who conduct inspections or reviews of the Contractor, etc.), or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies.
- E. The Contractor cannot meet its financial obligations, including but not limited to payroll, staffing, rents, repairs, utilities, insurance, etc.
- F. The Contractor or any subcontractor of Contractor has a sanction, restriction, suspension or revocation of a license, certification, or accreditation required by DBHDD or by the Department of Community Health for providing services under this Contract.
- G. The Contractor fails or is unable to meet and maintain full credentialing status with DBHDD or its designee.
- H. The Contractor fails to comply with DBHDD Policy including, but not limited to, any applicable DBHDD Provider Manual.

- I. The Contractor fails to comply with audit, review, staffing, or accreditation requirements as set forth in DBHDD policies [Noncompliance with Audit Performance, Staffing, and Accreditation Requirements for Community Behavioral Health Providers, 01-113](#) or [Accreditation and Standards Quality Review Requirements for Providers of Developmental Disabilities Services, 02-703](#).
- J. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
- K. An assignment is made by the Contractor for the benefit of creditors.
- L. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- M. DBHDD deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any Individual and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, Individuals, facilities, or services.

PARA #115 COOPERATION IN TRANSITION OF SERVICES:

(111) 05/01/19

- A. If Contractor terminates services to an Individual, Contractor shall give at least 30 days' notice prior to such termination of services to the DBHDD Regional Office for the service area in which Individual has been receiving services. Whenever Contractor's services to Individuals are ceasing or will be ceasing (whether due to the termination or expiration of this Contract, the Contractor's cessation of services, or for any other reason), the Contractor and the new service provider shall cooperate with each other and with DBHDD and DBHDD's agents in coordinating the transition of the Individual. In any event, the original Contractor shall continue to provide services to the Individual until transition is complete, in order to ensure continuity of care and maintenance of health and safety for the Individual; and the coordination of transition will include, but not be limited to, the transfer of the Individual's records, personal belongings and funds, and the Contractor shall be compensated, at the rate contemplated by this Contract, for services properly delivered to the Individual prior to the completion of the transition.
- B. Contractor further agrees that should it go out of business or cease to operate, it will follow the requirements contained in DBHDD policy [Maintenance of Records for Closed Providers, 04-117](#).

PARA #116 FORCE MAJEURE:

(112) 05/01/15

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the services to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, DBHDD will be entitled to an equitable adjustment to the fees and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict DBHDD from taking any measures DBHDD may in its discretion deem necessary to ensure the health and safety of the Individuals served by the Contractor; and such measures may include, but are not limited to, the transition or re-assignment of any or all of those Individuals to other Contractors.

PARA #117 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:

(154) 05/02/16

Contractor shall comply with DBHDD policy [Emergency Preparedness and Disaster Response –Basic Requirements for DBHDD Hospitals and Community Providers, 04-102](#).

PARA #118 ACCESS TO RECORDS AND INVESTIGATION:

(113) 05/01/19

- A. State and Federal government agencies, including but not limited to DBHDD or authorized agents, shall have full and complete access to all Individual records, electronic health records system and audit trail logs, administrative records, financial records, pertinent books, documents, papers, correspondence (including e-mails), management reports, memoranda, audio and video recordings, and any other records of the Contractor and its subcontractors in electronic or other form, as well as full and complete access to employees and subcontractors (and employees of subcontractors) of Contractor outside the presence of other persons, for the purpose of conducting reviews, audits, investigations, or examinations of delivery of services by Contractor, or of delivery of services by any other agency/provider who has provided services authorized by DBHDD, or of any other conduct of Contractor or any other agency/provider affecting the Individuals served by the Contractor. Contractor and subcontractor record retention requirements are seven (7) years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. Notwithstanding any law to the contrary, to ensure the quality and integrity of Individual care, Contractor shall be required to provide DBHDD or authorized agents, upon request, complete access to, including but not limited to authorization to examine and reproduce (and to remove reproductions from Contractor's premises), any records in electronic or other form required to be maintained in accordance with this Contract and any subcontracts, the HIPAA Business Associate Agreement if applicable, standards, or rules and regulations of DBHDD or pursuant to State laws and regulations.
- C. The Contractor agrees that DBHDD or authorized agents have full authority to investigate any allegation of misconduct in

performance of duties arising from this Contract made against an employee of the Contractor or subcontractor. The Contractor agrees to cooperate fully in such investigations by providing DBHDD full access to its records and the records of subcontractors, and to allow its employees to be interviewed by DBHDD investigators, outside the presence of other persons, during such investigations.

- D. DBHDD and its authorized agents shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of its subcontractors. Such monitoring and inspection activities may include, without limitation: on-site health and safety inspections; financial and quality/clinical audits; review of any electronic or other records developed directly or indirectly as a result of this Contract; review of electronic health record systems and associated system audit trail logs for records of Individuals covered under this Contract; review of management systems, policies and procedures; review of service authorization and utilization activities; and review of any other areas, activities or materials relevant to or pertaining to this Contract or the HIPAA Business Associate Agreement if applicable. DBHDD may require the Contractor to develop corrective action plans as appropriate. DBHDD may require such corrective action plans to include requiring the Contractor to make changes and/or ensure changes by any subcontractor in service authorization, utilization practices, and/or any activity deemed necessary by DBHDD.

PARA #119 MAINTENANCE OF INDIVIDUAL RECORDS:

(209) 05/02/16

- A. The Contractor agrees to maintain records of service provision for each Individual in accordance with all applicable laws, rules, regulations, Provider Manuals developed by DBHDD, DBHDD policies, and all applicable Medicaid Policies and Procedures and Medicaid waivers.
- B. The Contractor will maintain Individual records in a manner which will distinguish the Individuals whose services are delivered pursuant to this Contract from other Individuals receiving services from Contractor. The Contractor agrees to permit and assist as requested in a random sampling of Individual records by DBHDD's staff or designee to verify the eligibility of Individuals served under this Contract.
- C. The Contractor agrees to protect from unauthorized disclosure all information, records and data collected pertaining to Individuals under this Contract. Confidentiality and security shall be strictly maintained as required by State and Federal laws and requirements.
- D. The Contractor agrees to maintain sufficient records to show fiscal and program responsibilities and to maintain sufficient books, records and ledgers for the purpose of inspection, monitoring and auditing. Financial records will accurately account for expenditures of State and Federal funds in accordance with the accounting procedures as specified in Provider Manuals developed by DBHDD and applicable to the Contractor.

PARA# 120 CONTACT INFORMATION WITH LOCAL SHERIFF AND LAW ENFORCEMENT:

(117) 05/02/16

Upon execution of this Contract, Contractor agrees to forward its contact information including telephone numbers, physical and email address to the local Sheriff and law enforcement departments responsible for its area of coverage for the purpose of transportation and referral of consumers/ clients/individuals.

Contractor agrees to provide and/or obtain, as appropriate, information required on any Form 1013 and Form 2013 – [Certificate Authorizing Transport to Emergency Receiving Facility and Report of Transportation, 01-110](#) between the sending and receiving facilities, in order to facilitate proper and timely referral and transportation for individuals for behavioral health services.

PARA #121 COORDINATION OF CARE:

(118) 05/01/15

In the event that an Individual needs services outside the array of services provided by Contractor under this Contract, Contractor further agrees to contact the Georgia Crisis and Access Line at (800) 715-4225 (24/7/365 availability) for referral information to other services to help the Individual.

PARA #122 COLLECTION OF AUDIT EXCEPTIONS:

(118) 3/8/17

The Contractor agrees that DBHDD or its authorized agent may withhold net payments (voucher deduction) equal to the amount of any overpayment, improper payment, or permissible recoupment which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also, in DBHDD's discretion, repay DBHDD for the total exception by check.

PARA #123 SUBCONTRACTS:

(115B) 3/8/17

- A. Except as specifically permitted by DBHDD Policy or an Annex to this Contract, Contractor may not subcontract the services covered under this Contract.

- B. In the event subcontracting is permitted, Contractor agrees to provide DBHDD a list of all subcontractors. The list shall include, at a minimum, the following information for each subcontractor: the disability or behavioral health group or groups served; the services provided; and the expected annual cost of services. The list will be submitted to DBHDD at the time this Contract is signed. The Contractor further agrees to provide an updated list of subcontractors to DBHDD at the end of each quarter or upon implementation of any changes to subcontract arrangements (including, but not limited to, Contractor's entering into any new subcontract, or the termination or expiration of any subcontract).
- C. Any subcontract of the Contractor for the provision of Individual services and/or operational services addressed in whole or in part by a Provider Manual will incorporate a verification to be signed by the subcontractor indicating the subcontractor has received and will comply with the applicable Provider Manuals and Policies. The Contractor specifically agrees to be responsible for the performance of any subcontractors and for subcontractors' compliance with applicable provisions of this Contract and the Provider Manual and Policies. The Contractor will ensure that the subcontractors both understand and abide by the provisions of this Contract, all relevant provisions of the Provider Manual and Policies, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the subcontractor.
- D. Any subcontract of the Contractor will clearly state, in writing, the service or product being acquired through said subcontract, with detailed description of cost.
- E. The Contractor agrees to reimburse DBHDD or any other applicable agencies for any Federal or State audit disallowances arising from any subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor.
- F. If the Contractor subcontracts for the provision of any deliverables pursuant to this Contract, the Contractor must require in each subcontract, that the subcontractor(s) is required to adhere to each provision of this Contract related to the quality and quantity of the deliverables, compliance with State and Federal laws and regulations, confidentiality, including a Business Associate Agreement where applicable, auditing, including access to records, and contract administration.
- G. The Contractor shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the Contract requirements, including but not limited to compliance with the Provider Manual or any applicable DBHDD or DCH policy. The Contractor's failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case DBHDD may pursue appropriate remedies as a result of such breach, including but not limited to termination of this Contract.
- H. If Contractor is a HIPAA Business Associate of DBHDD, Contractor must obtain a Business Associate Agreement with any and all subcontractors that create, receive, maintain or transmit protected health information (PHI) on behalf of Contractor for the work of this Contract. Such Business Associate Agreement shall be in compliance with the requirements of HIPAA regulations at 45 CFR Parts 160 and 164. Contractor shall provide copies of all such Business Associate Agreements to DBHDD upon request, and shall retain copies of such Business Associate Agreements and related documentation of compliance with HIPAA for no less than six (6) years following the termination of this Contract, the Business Associate Agreement with the subcontractor, or the conclusion of all activity under such contracts and agreements, whichever is latest.
- I. Whenever the Contractor is utilizing the services of a person or entity who is not Contractor's employee to provide reimbursable services covered by this Contract, the Contractor shall obtain a verification form signed by that person or entity affirming that the Contractor has reviewed the requirements of this Contract and all applicable DBHDD Policies and Provider Manuals with that person or entity and has instructed that person or entity as to how to access the electronic versions of DBHDD Policies and Provider Manuals. This requirement is applicable to all subcontractors, independent contractors, employees of staffing agencies, students, interns, and volunteers, and any and all others who are not employees of the Contractor. The Contractor will ensure that any such person or entity both understands and abides by all pertinent provisions of the Contract, all relevant provisions of the Provider Manual, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the work of that person or entity. The Contractor shall maintain these forms and will make them available upon request to DBHDD or its authorized agent.

PARA #124 PUBLICITY:

(116) 3/8/17

Contractors must ensure that any publicity given to the program or services provided herein identifies DBHDD as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from DBHDD's managing programmatic division/office. All media and public information materials must also be approved by DBHDD Office of Public Affairs. In addition, the Contractor shall not display DBHDD's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Office of Public Affairs. Publicity materials shall not include photographs or identifying information of any individual unless the individual has given prior valid written authorization, which authorization shall be available to the Department upon request.

PARA #125 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(124) 05/02/14

Any documents, electronic data or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, and ownership interest in any

such documents shall vest in the Department immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. Inventions and patents. The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the Department. The federal agency and the Department shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and Departmental purposes.
- C. Publications: All publications, including pamphlets, art work, and reports shall be submitted to the Department on disk or electronically.

PARA #126 CONSULTANT/STUDY CONTRACT:

(118) 5/10/19

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Behavioral Health and Developmental Disabilities, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the Individuals/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Behavioral Health and Developmental Disabilities [Policy 25-101, Research, Protection of Human Subjects, and Institutional Review Board \(IRB\)](#) and [Policy 25-102, Submission, Approval, and Oversight of Research Projects using DBHDD Data Sets](#).
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #127 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(119) 05/01/15

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required for the performance of this Contract, prior to and during the performance of this Contract. Contractor shall submit all current and renewed licenses to DBHDD. The Contractor will immediately notify DBHDD of any deficiencies noted when its facilities or programs are reviewed or surveyed by any licensing agency or authority.
- B. The Contractor is responsible to ensure that subcontractors and all employees and personnel of subcontractors are appropriately licensed.
- C. Contractor agrees to immediately notify DBHDD if any license of Contractor or any subcontractor is suspended or revoked.

PARA #128 DRUG-FREE WORKPLACE:

(120) 05/01/15

- A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - 2. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1. The Contractor has made false certification hereinabove; or
 - 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #129 TOBACCO AND SMOKE FREE ENVIRONMENT:

(126) 3/8/17

It is the policy of the Department to provide a tobacco and smoke free environment in all its facilities where services are provided to Individuals/customers/clients. Contractor agrees that it and its employees, agents, subcontractors, and employees and agents of subcontractors shall not use any tobacco product or smoke in and/or on the grounds of any Department facilities and/or in all Department vehicles used to transport Individuals/customers/clients.

PARA #130 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (136B) 4/30/01

A. Pursuant to Section 1352 of Public Law 101-121, the Contractor agrees that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as **Annex A**.
3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department
4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. Contractor further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. Contractor further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #131 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR PERSONNEL: (153) 05/01/15

Contractor shall comply, and shall ensure that all of Contractor's subcontractors comply, with DBHDD policy [Criminal History Records Checks for Contractors, 04-104](#).

PARA #132 AIDS POLICY: (123) 3/8/17

- A. Contractor agrees, as a condition to provision of services to Individuals pursuant to this Contract, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Contractor agrees to comply with all laws and regulations of the state of Georgia regarding confidentiality of AIDS confidential information, including but not limited to those at O.C.G.A. § 24-12-20 and 24-12-21.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Behavioral Health and Developmental Disabilities and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #133 CONTRACTOR ACCREDITATION/TIER 2 STANDARDS REQUIREMENTS: (119) 05/02/16

The Contractor agrees to maintain or obtain the required accreditation as outlined in [Accreditation and Standards Compliance Requirements for Providers of Behavioral Health Services, 01-103](#) (and comply with the standards found in [Community Medicaid Provider \(CMP\) Standards for Georgia's Tier 2 Behavioral Health Services, 01-230](#)) necessary to provide services prior to and during the performance of this contract. Contractor agrees that if it loses or fails to obtain any required accreditation or standards compliance that this contract may be terminated immediately in whole or in part.

PARA #134 DEBARMENT: (140) 3/1/92

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing [Annex B](#) that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #135 QUALITY IMPROVEMENT PROGRAM, PROGRAMMATIC DATA, AND REVIEWS: (204) 5/01/15

- A. The Contractor agrees to follow the provisions of DBHDD's Quality Management Plans and Quality Improvement and Risk Management standards found in the applicable Provider Manual(s) and Policies. The Contractor agrees to keep on file to be reviewed upon audit or upon the request of DBHDD, the current Quality Improvement (QI) Program Plan and QI policy of the Contractor and other supporting documentation as necessary. Such program must address methods to conduct and incorporate the results of assessment of quality of services delivered, outcome-based evaluation, and satisfaction with services by the individuals served.
- B. The Contractor agrees to participate in DBHDD's quality and performance management programs and processes which may be modified during the course of the Contract period. Participation includes, but is not limited to, providing all key performance and outcome indicators of service quality and contract compliance and other required programmatic data reports within required timeframes and deadlines and facilitating DBHDD access to individuals served, program staff, treatment records, and incident/injury data.
- C. The Contractor agrees to participate in all mandatory Contractor meetings, training and technical assistance events as specified by DBHDD. This may involve training or technical assistance provided to all Contractors, to Contractors of certain services, or to an individual Contractor. This training and technical assistance is not limited to instances in which a deficiency has been identified.

PARA #136 NOTICE OF LEGAL ACTION:

(152) 05/02/16

The Contractor agrees to provide written notice to DBHDD of any legal action or adverse notice listed below, within ten (10) calendar days following the date the Contractor initiates or receives such notice. The notice to DBHDD shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by the Contractor, and any actions, including but not limited to the following would necessitate a notice:

- A. Any action, proposed action, suit or counterclaim filed by or filed against Contractor, relating in any way to this Contract or to services delivered pursuant to this Contract;
- B. Any administrative or regulatory action or proposed action regarding its business or operations;
- C. Any denial of or withdrawal of Contractor status from Medicaid or Medicare or any payback required by Medicaid;
- D. Any claim made against the Contractor by an Individual, subcontractor or supplier, or made by the Contractor against an Individual, subcontractor or supplier, having the potential to result in litigation related in any way to this Contract;
- E. The filing of a petition in bankruptcy by the Contractor or by or against a principal subcontractor, or the insolvency of a principal subcontractor;
- F. The conviction of (i) any person who has an ownership or controlling interest in the Contractor, (ii) any subcontractor or supplier of Contractor, or (iii) any person who is an agent or managing employee of any subcontractor or supplier of Contractor, of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act; or
- G. The sale of assets, merger, or change of control of the Contractor or assignment of some or all of the Contractor's corporate functions or services. In such an event, Contractor must also comply with any applicable requirements in the Department of Community Health Medicaid Policies and Procedures manuals concerning sale of assets, merger, change of control, or assignment of corporate functions or services, including but not limited to [Section 105.9 of the Part I Policies and Procedures for Medicaid/Peachcare for Kids manual](#), as from time to time amended or re-numbered.

PARA #137 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:

(403) 05/02/16

Contractor shall ensure that Individuals served are protected from abuse, neglect and exploitation and treated with dignity and respect at all times.

Contractor shall comply, and shall ensure that its subcontractors (if subcontracting is permitted hereunder) comply, with DBHDD policies [Reporting and Investigating Deaths and Critical Incidents 04-106](#) and [Complaints and Grievances Regarding Community Services, 19-101](#).

PARA #138 INSURANCE:

(125) 05/01/19

The following requirements shall be adhered to by Contractor throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish DBHDD an insurance certificate of the coverage required in this section listing DBHDD as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions and endorsements); and, an acknowledgment that notice of cancellation is required to be given to DBHDD. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00.
- E. If Contractor is a natural person (i.e. not a corporation or other entity), Contractor must maintain Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage which must provide liability limits of \$1,000,000.00 per occurrence.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 60 days prior written notice has been given to DBHDD. Certificates of Insurance showing such coverage to be in force shall be filed with DBHDD prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DBHDD. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

PARA #139 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY:

(156) 05/01/19

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "SSHP Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the SSHP Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

i. If Contractor is an individual, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with Department employees; and on an annual basis thereafter; and,
- c. Upon request by the Department, Contractor will provide documentation substantiating the completion of sexual harassment training.

ii. If Contractor has employees or subcontractors, Contractor certifies that:

- d. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- e. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or

this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing Department premises and prior to interacting with Department employees; and on an annual basis thereafter; and

- f. Upon request of the Department, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

PARA #140 INDEMNIFICATION:

(124) 3/8/17

- A. To the extent allowed by law, Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DBHDD, the Department of Community Health, the Department of Administrative Services, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
- B. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such amounts paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.
- C. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved in writing by the Indemnitees.

SECTION II SPECIAL TERMS AND CONDITIONS

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 3/17/03

WITNESSETH:

WHEREAS, the Department has a need for and desires the delivery of a Federal Emergency Management Agency (FEMA) Crisis Counseling Program (CCP) in the event of presidentially declared disaster;

AND

WHEREAS, the Contractor has represented to the Department that they are a safety net provider for their catchment area its and have knowledge of and possess the resources necessary to carry out a FEMA CCP;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees to:
1. Assist the Department with the implementation of The Georgia Recovery Project (GRP).
 2. Provide crisis counseling services in catchment area, related to applicable disaster and date. Program services will be known as the Georgia Recovery Project (GRP). Services will be provided in accordance with the FEMA and SAMHSA Crisis Counseling Assistance and Training Program. (<http://www.samhsa.gov/dtac/ccp>)

3. Complete and submit accurate records of contacts, using the Crisis Counseling Program (CCP) Toolkit, provided by the Department.
4. Send GRP staff to training provided by the Department. (<https://www.samhsa.gov/sites/default/files/core-content-trainers-guide.pdf>.)
5. Incorporate self-care and stress reduction strategies for crisis counseling staff into the supervision process.
6. Manage transportation for GRP teams.
7. Ensure use of telephones and computers, provided by GRP funds, are limited to official business of the project.
8. Complete the forms, detailing personnel and equipment, paid for by the GRP. Any changes to personnel or equipment should be reported immediately.
9. At the end of this project, any equipment, to include computers will become the property of the Department.
10. Use of GRP logo is prohibited, unless approved by the Department.
11. Deliver only CCP prescribed services or incur appropriate expenses within the period of performance of the applicable grant and funding.
12. Provide a monthly staffing summary that lists every attributable position, job title, pay rate and hours worked so that an FTE can be calculated for reporting purposes.
13. Compensate staff who are hired and/or assigned to work for the Georgia Recovery Project the hourly rate in the approved program budget.

AND

B. The Department will:

1. Provide oversight and monitoring for The Georgia Recovery Project.
2. Provide required CCP training for project staff.
3. Provide suggested project information for distribution to target population.
4. Review and approve brochures, pamphlets, and flyers to be used for this project.
5. Provide technical assistance and program oversight.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301A) 3/1/92

The Department will pay the Contractor after the Department's determination that the Contractor has satisfactorily completed all contract requirements and delivered to the Department all required products/services specified in this contract.

PARA #302 PROGRAMMATIC REPORT:

(305) 3/3/86

The Contractor agrees to submit a monthly programmatic/performance statistical report not later than the 15th working day after the end of each month during the term of this contract. The report form to be used is attached to this contract as **Annex C**.

PARA #303 INVOICE SUBMISSION:

(306B) 4/8/98

The Contractor agrees to submit an invoice when applicable during the term of this contract. The invoice form to be used is attached to this contract as **Annex D**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401G) 05/01/15

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable Federal and State laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse DBHDD for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits or investigations. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable Federal or State laws or requirements:

- A. Any rules and regulations promulgated by the Centers for Medicare and Medicaid Services or the Georgia Department of Community Health Division of Healthcare Facility Regulation that are applicable to the services offered by the Contractor under this Contract.

- B. Compliance with Security Management Process:

Upon request by DBHDD, the Contractor agrees to provide to the DBHDD Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DBHDD electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DBHDD OIT, or within fewer days if required by Federal or State law or regulation, in order for DBHDD to conduct risk analysis, risk management and information system activity reviews with regard to security of DBHDD's electronic data, as defined in the HIPAA Security Rule, 45 CFR Section 164.308 (a)(1).

- C. 45 CFR Part 74; as used in this Contract the word Contractor is synonymous with the word Sub-recipient as used in this Code of Federal Regulations.

- D. Contractors shall conduct business practices in conformity with Title XIX of the Social Security Act, 42, U.S.C. section 1396a (a)(30)(A).

- E. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Contractor agrees to comply in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of lobbyist employed or retained by vendors to State agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

- F. Compliance with Federal and State Immigration Laws:

1. The Contractor agrees that throughout the performance of all applicable work in this Contract it will remain in full compliance with all Federal and State immigration laws, including but not limited to provisions 8 USC § 1324a and O.C.G.A. § 13-10-90 et.seq, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under Federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract (if sub-subcontracting is permitted) hereunder.

2. Contractor further certifies by signing and obtaining a sworn affidavit notarized by an Official Notary Public, it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and O.C.G.A. § 13-10-90 et.seq. and applicable State regulations regarding work authorization. Contractor agrees to make such affidavit by using the Georgia Security and Immigration Compliance Act Affidavit, **Annex E**, until August 1, 2011, and thereafter, using such form affidavit as is published according to O.C.G.A. § 13-10-91(b)(6). If Contractor has no employees and does not intend to hire employees for purposes of satisfying all or part of the Contract, Contractor may instead provide a copy of the driver's license or State-issued identification card of the Contractor and of each independent contractor used in satisfaction of all or part of the Contract.

3. Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.
4. Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract for services hereunder and to require subcontractors to include such provisions in all sub-subcontracts (if sub-subcontracts are permitted hereunder) for services hereunder.
- G. The Federal cost principles for determining allowable costs for this Contract are OMB Circular A-87 for contracts with State and local governments. Indirect Costs charged to programs reimbursed with State or Federal Funds must be supported by an Indirect Cost plan approved by, and on file with DBHDD or an Indirect Cost Rate approved by the Contractor's Federal cognizant agency. Contractor is responsible for notifying DBHDD of any significant changes to the plan, once approved.
- H. Comply with all State and Federal laws, rules and regulations regarding each Individual's rights
- I. The federal cost principles for determining allowable costs for this contract is OMB Circular A-87 for contracts with state and local governments.
- J. Fair Labor Standards Act of 1938, as amended.
- K. Specific Prohibitions for Community Service Boards: During the terms of this contract, Community Service Boards may not take any action, incur any obligation, or enter into any contract in violation of federal law. Funds paid under the terms of this contract shall not be used to form non-profit organizations.
- L. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 416, Public Law 93-288. (CFDA#97.032)

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 06/13/2016

All DBHDD Contractors are required to comply with the financial reporting requirements set forth in [External Entities Audit Standards, 16-101](#). It is the responsibility of the Contractor to understand and comply with these requirements as prescribed.

Contractor further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the Contractor's fiscal year:

One (1) electronic copy to:
Report.now@dbhdd.ga.gov
DBHDD Office of Internal Audit
Room #24.385
Two Peachtree Street, N.W.
Atlanta, Georgia 30303-3142

One (1) copy to:
State Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.; Suite 1-156
Atlanta, Georgia 30334-8400

Additional Financial Reporting Requirements

Contractor will protect the confidentiality of all protected health information and confidential consumer clinical record information from disclosure to auditors where reasonably possible. If such disclosure to an auditor (other than auditors employed by DBHDD or the ASO) is necessary for the audit to be conducted Contractor will obtain a Business Associate Agreement with the auditor which agreement complies with the Health Insurance Portability and Accountability Act of 1996 and its regulations (the "Privacy Rule"), 45 CFR Parts 160 and 164, to protect the confidentiality of protected health information and clinical record information. Contractor will comply with requirements of the Privacy Rule to report to the Regional Field Office any known unauthorized disclosure or redisclosure of protected health information or clinical record information arising out of or relating to any audit required hereunder, and mitigate damages pursuant to the Privacy Rule.

Contractor understands that according to the provisions of this contract and as described in the Department's External Entities Audit Standards and Sanctions policy, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the Contractor from receiving funds from any State organization for a period of twelve (12) months from the date of notification by DBHDD or the State Department of Audits and Accounts.

Contractor understands that according to the provisions of this contract, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments and/or terminate this contract.

PARA #403 ENTIRE UNDERSTANDING:

(404) 03/5/08

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 3/17/03

This contract includes annexes as listed below, which are hereto attached:

Annex A	Certification Regarding Lobbying
Annex B	Debarment Certification
Annex C	Programmatic Report
Annex D	Invoice
Annex E	Georgia Security and Immigration Compliance Act Affidavit

SIGNATURES TO CONTRACT BETWEEN

THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

AND

FULTON COUNTY BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

IN WITNESS WHEREOF, the parties have hereunto affixed signatures the day and year first above written.

CONTRACTOR EXECUTION:*

By: [Signature]
CSB Board Chair

Date Signed: 2/26/2021

By: _____
Authorized Designee

Date Signed: _____


DEPARTMENT EXECUTION:

By: _____
Commissioner or Authorized Designee

Date Signed: _____

*In the absence of the Chairperson's signature, Contractor must provide a copy of the board resolution that documents delegation of signatory authority.

[Signature]
TONYA R. GRIER
CLERK TO THE COMMISSION



ANNEX A

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By  Date: 2/26/2021
(Signature of Official Authorized to Sign)




ANNEX B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ROBERT L. PITTS
CHAIRMAN

Name and Title of Authorized Representative



Signature



Date

=====

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ANNEX C

CONTRACT PROGRAMMATIC REPORT

DHR Contract #: _____ Period Covered by this Report _____

☒ Monthly ☐ Semi-annual
☐ Quarterly ☐ Annual

CONTRACTOR:

TO: Georgia Department Behavioral Health and
Developmental Disabilities, (DBHDD)
Attn: Jeannette David
2 Peachtree Street, N.W., Suite 23-213
Atlanta, Georgia 30303-3181

FROM:

Narrative analysis of project accomplishments to include by objective: staff activity, program progress, or any other phase of Contractor activity to assist the Department in program evaluation: (use continuation pages as necessary)

PROGRAM ACTIVITIES

1. Program Highlights – Describe the local program’s successes, achievements, and any service delivery innovations:
2. Program issues, technical assistance needs, or challenges:
3. Fiscal Activities
4. Budget narrative that describes how the budget was used and the degree of adequacy (include purchases, printing, payroll and travel details):

Include current staffing in the table below

Budgeted Direct Staff FTEs (Team leaders)	Hours worked	Budgeted Direct Staff FTEs (Crisis counselors)	Hours worked	Budgeted Non- direct Staff FTEs (Admin, Fiscal, Data)	Hours worked

5. Monitoring and Evaluation

A. Program monitoring – Provide a brief narrative analysis of outreach activities and strategies for the service provider. Include details on activities related to high-risk groups such as children, adolescents, older adults, and others identified in the State’s ISP/RSP grant (CCP) application

- Primary services:
 - a. Brief educational or supportive contacts:
 - b. Individual crisis counseling:
 - c. Referrals:
 - d. Group counseling and public education:
 - e. Community networking:

- Secondary services:
 - a. Materials distribution:

B. Program evaluation - Provide a brief narrative of any analysis of evaluation activities and results

- Participant feedback survey (if applicable). Participant feedback surveys are conducted quarterly in the Regular Services Program (RSP):
- Provider feedback survey (if applicable). Provider surveys are conducted semiannually in the RSP:
- Highlight challenges or issues related to evaluation:

6. Training – Describe required or recommended CCP staff training attended or conducted locally

A. Stress management – Describe how the program has addressed stress management for Crisis Counseling staff:

B. List other or special topic trainings provided for ISP/RSP staff and provide a brief description for each additional training:

7. Media and Public Service Announcements

A. Describe the use of public service announcements in the service area. Also, any other marketing or media efforts that were completed:

Comment on best practices used in the program and also any lessons learned:

Please note any recommendations to the DBHDD, FEMA, and SAMHSA.

Please provide a sample of program material(s) (handouts, PSA's, etc.):

Submitted By:

Date Submitted:

ANNEX D

Provider ISP Cost Extension Budget Summary

Name of service
provider:
Designated areas:

Budget Line Item	Total Approved ISP Budget (add interim and projected costs)	ISP Budget Expended and Encumbered	ISP Budget Funds Remaining	Additional Funds Requested for ISP Extension	Total Budget for ISP Extension (Remaining Funds + Additional Funds Requested)
Dates of Service					
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe ____ %	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Personnel Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant/Trainer Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Media/Public Information Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Service Provider Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Provider Costs (f.)¹:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

¹Letters in parentheses indicate the corresponding budget category on the SF-424a.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Contractor Name: _____

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 **Georgia Department of Behavioral Health and Developmental Disabilities** 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:

51421

Federal Work Authorization User Identification Number

Date of Authorization

Fulton County

Name of Contractor

DBHDD FY2020 Crisis Counseling

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

ROBERT L. PITTS

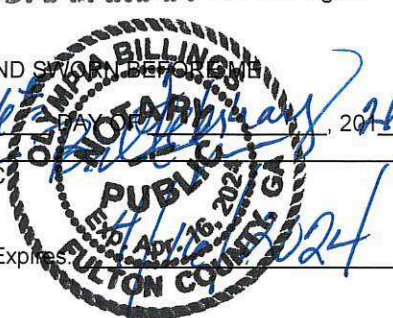
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN before me

ON THIS 26 DAY of April, 2021.

NOTARY PUBLIC

My Commission Expires _____



*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your EEV/E-Verify Identification Number.

ITEM # 2021-0119 RCS 2/17/21
RECESS MEETING

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: FCDA 136 Pryor Street Atlanta, GA 30303 Congressional District, if known: 5th	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Criminal Justice Coordinating Center Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 74,266	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: ROBERT L. PITTS Title: CHAIRMAN Telephone No.: _____ Date: 2/26/2021	
Federal Use Only:		

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)


 TONYA R. GRIER
 CLERK TO THE COMMISSION
 FOUNDED, 1853

ITEM # 2021-0119 RCS 2, 17, 21
RECESS MEETING



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding 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 records, 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 commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; 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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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 employee 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 to 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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 (d)(2), 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;

(g) 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)

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

Voca Funding for VANA project

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

ROBERT L. PITTS
CHAIRMAN

4. Typed Name and Title of Authorized Representative



5. Signature


6. Date

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ROBERT L. PITTS

Name and Title of Authorized Representative


Signature


Date

Name of Organization

Address of Organization

1/28/21
OC3H

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT EXPENDITURE REPORT/REQUEST FOR FUNDS # 1
FEDERAL GRANT # 2018-V2-GX-0066

SUBGRANT #: C18-8-545

EXPENDITURES FOR THE PERIOD OF Jan 1, 2021 THRU Sept 30, 2021 FINAL RPT? (Y/N) _____

SUBGRANTEE: Fulton County Board of Commissioners

141 Pryor Street SW 10th Floor FUNDING CATEGORY: District Attorney VWA
Atlanta, GA 30303

PROJECT PERIOD: 01/01/21 to 09/30/21

COMBINED FEDERAL & MATCH EXPENDITURES					
	APPROVED BUDGET	PREVIOUSLY N/A THIS RPT	APPROVED EXPENDITURES N/A THIS RPT	REMAINING BALANCE	EXPENDED THIS PERIOD
PERSONNEL	\$ 74,266	\$ 0	\$ 0	\$ 74,266	\$
EQUIPMENT	0	0	0	0	
SUPPLIES	0	0	0	0	
TRAVEL	0	0	0	0	
PRINTING	0	0	0	0	
OTHER	0	0	0	0	
TOTAL	\$ 74,266	\$ 0	\$ 0	\$ 74,266	\$
FEDERAL	74,266	0	0	74,266	
MATCH	0	0	0	0	

EARNED PROJECT INCOME FOR THE PERIOD:
FORFEITED \$ _____ OTHER \$ _____

EARNED PROJECT STATUS INCOME FOR THE PERIOD:
EXPENDED \$ _____ UNEXPENDED \$ _____

CERTIFICATION: I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

PREPARED BY: Michelle Heney
PHONE NUMBER: 404-341-74

SUBGRANTEE OFFICIAL APPROVAL:

OFFICIAL'S SIGNATURE

DATE

TYPED NAME & TITLE

ROBERT L. PITTS

TONYAR, GRIER
CLERK TO THE COMMISSION

ITEM # 2021-019 RCS 2/17/21
RECESS MEETING

FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY

SUBGRANT #: C18-8-545 AMOUNT REQUESTED THIS REPORT: _____
SUBGRANT AWARD: \$ 74,266 REVIEWED BY (INITIALS & DATE): _____
REQUESTED TO DATE: _____
BALANCE: _____ AUTHORIZED BY _____ DATE _____

* Substantiated _____ Advanced _____

FOR ACCOUNTING USE ONLY						DISCOUNT	PO/AUTH	PAY DATE
Tif EI - Partial Order								
Tif ED - Schedule Pay Date								
DEPARTMENT	FUND SOURCE	PROJECT	PROGRAM	CLASS	ACCOUNT	INVOICE		AMOUNT
4710606000	13111	13152	0630104	315	707002	C18-8-545E01		

FY18 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT NUMBER: C18-8-545

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 (the "Part 200 Uniform Requirements") apply to this 2018 award.

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

Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

Federal laws prohibit grantees and subgrantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials RLP

2. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). Reasonable steps may include the provision of language assistance services, such as oral language assistance or written translation. For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at <https://www.lep.gov>.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet-based relay services and/or TTY answering procedures.

Initials RLP

3. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, CJCC selects a number of subgrantees each year for compliance

reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials RJP

4. Federal grant program requirements, the subgrantee must comply with the following EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

If the subgrantee has less than 50 employees, receives an award of less than \$25,000, or is a nonprofit organization, medical institution, educational institution, or Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, the subgrantee must complete and submit Section A of the Certification Form, which is available online at <https://www.ojp.gov/about/ocr/pdfs/cert.pdf>.

If the subgrantee is a government agency or private business, receives an award of at least \$25,000 but less than \$500,000, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at <https://www.ojp.gov/about/ocr/pdfs/cert.pdf>.

If the subgrantee is a government agency or private business, receives an award for \$500,000 or more, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to OCR for review within 60 days from the date of this award. For assistance in developing a Utilization Report, please consult OCR's website at <https://www.ojp.gov/about/offices/ocr.htm>. In addition, the subgrantee must complete Section C of the Certification Form and return it to OCR. The Certification Form is available at <https://www.ojp.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOSubmission@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), approved by OCR, is a violation of its Certified Assurances and may result in either (1) suspension of funding until such time as the subgrantee is in compliance or (2) termination of the award. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials RJP

5. Subgrantee agencies are required to clearly post a non-discrimination policy in accordance with the special conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination against the subgrantee agency.

If a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability, then the subgrantee must submit a copy of the findings to CJCC and to OCR for review (28 C.F.R. §§ 42.205(5) or 31.202(5)).

Initials RJP

6. Pursuant to A.G. Order No. 2353-2001 and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for said services based on the clients' income may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613). Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613; O.C.G.A §17-5-100(f))).

Initials

RLP

7. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee obligations are posted on OJP's website at <https://www.ojp.gov/funding/sam.htm>.

Initials

RLP

8. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm> including any updated version that may be posted during the period of performance.

Initials

RLP

9. The subgrantee agrees to comply with the conditions of the Victims of Crime Act (VOCA) of 1984 sections 1404(a)(2), (b)(1), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94.101(d)), as required.

Initials

RLP

10. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee 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 other awards. The CFDA number for this grant program is 16.575.

Initials

RLP

11. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government without the express

prior written approval of OJP.

Initials RLD

12. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing use of federal funds from this award for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (in the "Post-award Requirements" section).

Initials RLD

13. The subgrantee understands that the maximum consultant/contractor rate is \$650.00 per eight-hour day (\$81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

Initials RLD

14. The subgrantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Initials RLD

15. The subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by victims receiving assistance.

Initials RLD

16. The subgrantee agrees that if it currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance, the subgrantee must promptly determine whether funds from any part of those award funds 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 being provided under this award. If so, the subgrantee will promptly notify the CJCC grant specialist for this award in writing of the potential duplication. In addition, if requested by CJCC, the subgrantee will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials RLD

17. Pursuant to Georgia Code § 40-6-241.2, writing, sending, or reading text-based communication while operating motor vehicle is prohibited. Subgrantees must establish workplace safety policies, adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials RLD

18. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting the subgrantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials RLP

19. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds 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 involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice, Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, DC 20530

DOJ OIG hotline: (information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <https://oig.justice.gov>.

Initials RLP

20. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction (28 C.F.R. Part 61, App. D). The subgrantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Initials RLP

21. The subgrantee understands and agrees that (1) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (2) Nothing in the previous subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials RLP

22. Subgrantee agencies agree to comply with the core services and/or state approved standards applicable to their agency type as outlined in the Request for Applications and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials RLP

23. The subgrantee agrees to comply with CJCC's Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials RLP

24. The subgrantee agrees to obtain prior approval from CJCC to earn or use program income for any VOCA-funded program/project.

Initials RLP

25. All nonprofit organizations shall comply fully with the requirements set forth in O.C.G.A. § 50-20-1, et seq. and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials RLP

26. All non-profit subgrantees under this award must certify their non-profit status by submitting a statement to CJCC affirmatively asserting that the subgrantee is a non-profit organization and indicating that it has on file, and available upon audit, either a 1) copy of the subgrantee's 501(c)(3) designation letter, 2) letter from the state's taxing body or attorney general stating that the subgrantee is a non-profit organization operating within the state, or 3) copy of the subgrantee's state certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3) and a statement by the state or national parent organization indicating that the subgrantee is a local non-profit affiliate.

Initials RLP

27. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials RLP

28. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials RLP

29. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is

available.

Initials RLL

30. Subgrantee agrees that if a victim is not in their jurisdiction or service area the agency will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access services immediately, if needed, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner. If no services exist in that area or victim requests specific services from subgrantee, the subgrantee agrees to serve the victim.

Initials RLL

31. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

Initials RLL

32. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the state standards, Request for Applications, and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation (additional online training resources are available at <https://www.ovcttac.gov>).

Initials RLL

33. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

Initials RLL

34. The subgrantee must submit SAR #1 with the completed award package. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by CJCC that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by CJCC.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials RLL

35. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials RLP

36. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports (SER) are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RLP

37. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

Initials RLP

38. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 10% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC 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.

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials RLP

39. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: "This project is supported by federal award no. 2018-V2-GX-0066 awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."

Initials RLP

40. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

- i. Statistical data describing project performance from programs providing direct victim services

must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

- ii. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

Initials RLP

41. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

Initials RLP

42. Unless the subgrantee receives a written waiver from CJCC, all VOCA subgrantees must provide a 20% match contribution of cash and/or in-kind dollars. Match must 1) be derived from non-federal sources, 2) is restricted to the same uses as the awarded funds, and 3) must be expended within the grant period.

Initials RLP

43. Subgrantees that submit match waivers will be responsible for any match requirement that is not waived by CJCC.

Initials RLP

44. The subgrantee must use volunteer hours to be eligible for VOCA funds but is not required to submit volunteer hours to meet the 20% match requirement. The standard rate for the provision of direct services by a volunteer is \$15.00 per hour. Higher rates must be pre-approved by CJCC. Any deviation from this requirement must be requested in writing to CJCC utilizing the volunteer requirement waiver request form.

When using volunteer hours to satisfy the match requirement, the subgrantee agrees to utilize project volunteers that provide direct services as defined under the Victims of Crime Act. To comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. The subgrantee shall provide a copy of the contract between each volunteer and the subgrantee identifying responsibilities for both parties and, with each SER, a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record, both available at <https://cjcc.georgia.gov/grant-forms-publications>. The subgrantee shall submit an explanation of "other" volunteer services not listed on the Monthly Volunteer Time Record with each SER, as applicable. Volunteer time spent on administrative activities not related to the grant program, such as board member meetings, are unallowable.

Initials RLP

45. The subgrantee certifies that 1) equipment and/or supplies purchased with funds under this award shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia. Vehicles purchased with federal funds must only be used for approved service delivery including client transport or to provide other client services.

Initials RJP

46. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials RJP

47. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials RJP

48. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with understanding and completing application forms and procedures, obtaining necessary documentation, checking on their claim status, and/or following up with the Board of Appeals, as applicable.

Initials RJP

49. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et seq.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et seq.).

Initials RJP

50. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its' representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

Initials RJP

51. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring activities include risk assessments, site visits, and/or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled at least once every two years for site visits and desk reviews. The subgrantee agency agrees to comply with all compliance monitoring activities.

Initials RJP

52. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

Initials RLP

53. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials RLP

54. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

Initials RLP

55. No subgrantee under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that explicitly or implicitly prohibits or otherwise restricts 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.

Initials RLP

56. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these non-discrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by subgrantees.

Initials RLP

57. The subgrantee agrees to submit all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions, see Special Condition #38. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location.

Initials RLP

58. The subgrantee agrees to 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 federal grant, a gross waste of federal funds, an abuse of authority relating to 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 subgrantee 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.

Initials RLP

59. Records must be adequately protected against fire, loss, theft, or damage and the subgrantee shall maintain all of the following for a minimum of three (3) years after the end of the subgrant award period or until any state and/or federal initiated audit exceptions have been cleared, whichever is later: 1) Subgrant award agreement, special conditions and any attachment; 2) any written agreements between subgrantee and consultant/subgrantees; 3) Program files related to this subgrant award agreement; and 4) administrative operations and accounting records related to this subgrant award agreement. All the aforementioned records are public records and shall be made available for public inspection in accordance with O.C.G.A. 50-18-71 and 72. Said records are subject to audit by the State of Georgia.

Initials RLP

60. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to a CJCC staff member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials RLP

61. The subgrantee is required to be familiar with and comply with all relevant federal civil rights requirements, and to that end are required to participate in the designated training once per grant period (annually). Information on the required annual OJP Civil Rights trainings can be found at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

Initials RLP

62. The subgrantee is required to 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 <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

Initials RLP

63. The subgrantee is required to 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 the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

Initials RLP

64. The subgrantee is required to 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).

Initials RLP

65. The subgrantee is required to 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, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>.

Initials RLP

66. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials RLP

67. The subgrantee 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.

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 subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

Initials RLP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Grantee.



Authorized Official Signature

Date

ROBERT L. PITTS
CHAIRMAN

Print Authorized Official Name

Title