



## CITY OF ATLANTA

Andre Dickens  
Mayor

226 Peachtree Street, SW  
Atlanta, Georgia 30303  
(404) 546-6900

Atlanta Police Department  
Darrin Schierbaum  
Chief of Police

### Edward Byrnes Memorial

### Justice Assistance Grant

Award: 2020-DJ-BX-0733

### Sub - Recipient and

### Monitoring Plan

### Procedures

The following procedures apply to sub-recipients of the JAG 2020 Grants being administered by the Atlanta Police Department as the Fiscal Agent. These procedures have been established to formalize the application process, expense documentation, reimbursement process, reporting requirements, and monitoring requirements of the JAG Grant as they apply to sub- recipients.

#### I. Application Process:

- a. The Atlanta Police Department will submit a joint application for the Edward Byrne Memorial Justice Assistance Grant Program (JAG). This joint application will include the following jurisdiction as a sub-recipient: Fulton County.
- b. Sub-recipients will be required to provide to the Fiscal Agent a description of the program desired to be implemented by their jurisdiction. Dependent on the type of program to be implemented, this description should include a list of equipment anticipated to be purchased with grant funds, the approximate cost of this equipment, payroll related expenses if applicable, training related expenses if applicable and travel related expenses if applicable.

- c. Sub-recipients will also provide the fiscal agent a description of how the funding provided through this grant will be utilized.

## II. Allocation and Expense Documentation:

- a. Sub-recipients requesting allocation for their agency sub award total under this grant from the Fiscal Agent must submit a request via an invoice to the Fiscal Agent along with all financial documentation available.
- b. Upon receipt and successful review of the invoice the Fiscal Agent shall ensure that payment of the sub-award allocation is made to the requesting sub-recipient.
- c. Sub-recipients will be responsible for maintaining all documentation regarding the purchase of any equipment, payroll related expenses, travel related documents, etc. through this grant.
- d. Equipment purchased and/or program conducted through this grant must meet the programmatic requirements listed in the Grant Solicitation and detailed in the Grant Application Deviances in this area must be approved through the Fiscal Agent.
- e. Sub-recipient will be responsible for maintaining a Property Inventory List for all equipment that is purchased. This list should include: type of equipment purchased, serial numbers, date of purchase, cost, and location and should be bar coded.
- f. Documentation of equipment purchases may include purchase orders, invoices, receipts of goods, cancelled checks, and any other applicable documentation. Documentation of payroll expenses should include the hours worked, pay rates, payroll receipts and any other applicable documentation.
- g. At the end of this grant, any unused portion of your agency sub-award allocation must be de-obligated and return via check to the Fiscal Agent.

## III. Reporting Requirements:

- a. The Fiscal Agent will be responsible for completing and submitting all reporting requirements of this grant.
- b. Sub-recipients shall aid in meeting all reporting requirements by forwarding all applicable grant related documentation to the Fiscal Agent in a timely fashion

#### IV. Monitoring Requirements:

- a. The Fiscal Agent is responsible for monitoring the performance of all sub-recipient activities involving this grant.
- b. The Fiscal Agent will responsible for conducting at least one on-site monitoring visit of each sub-recipient every 12-month period to ensure that the programmatic requirements of this grant are being met and that all records are properly maintained.
  - i. Inventory check-From the inventory list provided by the sub-recipient, 5% of items will be selected for an inventory check to ensure equipment is maintained in accordance with DOJ guidelines.
  - ii. Desk review of financial records, to include:
    1. Purchasing items (requisitions, PO's and invoices) selected as part of the inventory check, including documentation for any sole sources and suspension and debarment checks on vendors.
  - iii. A monitoring visit checklist will be completed during the visit documenting the inventory check and desk review, and a copy provided to the sub-recipient at the time of the visit
- c. The Fiscal Agent will be responsible for documenting all monitoring visits with sub-recipients through a Site Visit Report which shall be maintained by the Fiscal Agent.
  - i. Within two weeks of the monitoring visit the Fiscal Agent will provide a follow-up letter that discusses:
    1. Whether the sub-recipient was found to be in compliance with the DOJ guidelines.
    2. Any issues and corrective actions to be taken.

#### Receipt of Procedure:

Authorized Representative  
(Chief of Police)  
City of Atlanta

Authorized Representative  
(County Commissioner)  
Fulton County

4/10/2023

Date

4/28/2023

Date

[3

ITEM # 22-0638  
RECESS MEETING

RCS

7.16.20



**OFFICE OF THE GOVERNOR**  
**CRIMINAL JUSTICE COORDINATING COUNCIL**

**SUBGRANT AWARD**

**SUBGRANTEE:** Fulton County Board of Commissioners**IMPLEMENTING****AGENCY:** Fulton County BOC**PROJECT NAME:** Drug Court**SUBGRANT NUMBER:** Q19-8-007**FEDERAL FUNDS:** \$ 54,937**MATCHING FUNDS:** \$ 18,312**TOTAL FUNDS:** \$ 73,249**GRANT PERIOD:** 10/01/20-09/30/21

This award is made under the BJA Adult Drug Court Discretionary Grant Program. The purpose of the Adult Drug Court Discretionary Grant Program is to make grants to local courts and judicial circuits to establish specialty courts or dockets or expand and enhance drug courts and veterans treatment courts that effectively integrate evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives and transitional services in a judicially supervised court setting with jurisdiction over substance abusing offenders.

This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This subgrant shall become effective on the beginning date of the grant period, provided that within thirty (30) 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****Jay Neal**

Digitally signed by Jay Neal  
DN: cn=Jay Neal, o=Criminal Justice Coordinating  
Council, ou=Executive Director,  
email=Jay.neal@cjcc.ga.gov, c=US  
Date: 2020.08.24 11:29:13 -04'00'

Jay Neal, Director  
Criminal Justice Coordinating Council

**Date Executed:** 10/01/20**DocuSigned by:****DocuSigned by:****Tonya Grier**

EEC476C4837648D...

**SUBGRANTEE APPROVAL****DocuSigned by:****Robb Pitts**

10/09/2020

167FDE80EDAF436...

Signature of Authorized Official Date

Robb Pitts, Chairman, Fulton County Board of Commissioners

Typed Name &amp; Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)

Item: 20-0638 Recess Meeting: 09/16/20

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**INTERNAL USE ONLY**

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	11610	1	10/01/20	9		**	Q19-8-007
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11601				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Drug Court	624.41	\$ 54,937



SUBGRANT ADJUSTMENT REQUEST  
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: \_\_\_\_\_

SUBGRANT #: Q19-8-007

SUBGRANTEE: Fulton County Board of Commissioners

PROJECT NAME: FY19 ADC MAT Program

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type  
shown should be entered  
in the section indicated.

\_\_\_\_ REVISED BUDGET . . . . . Go To . . . . SECTION I  
\_\_\_\_ PROJECT PERIOD AND/OR EXTENSION. Go To . . . . SECTION II  
\_\_\_\_ PROJECT OFFICIALS/ADDRESSES. . . Go To . . . . SECTION III  
\_\_\_\_ PROJECT PERSONNEL. . . . . Go To . . . . SECTION III  
\_\_\_\_ GOALS AND OBJECTIVES . . . . . Go To . . . . SECTION III  
\_\_\_\_ OTHER. . . . . Go To . . . . SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 73,249	_____	_____
EQUIPMENT	0	_____	_____
SUPPLIES	0	_____	_____
TRAVEL	0	_____	_____
PRINTING	0	_____	_____
OTHER	0	_____	_____
TOTAL	\$ 73,249	_____	_____
Federal	\$ 54,937	_____	_____
Match	\$ 18,312	_____	_____

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: 10/01/20	Start Date: _____	# OF MONTHS: _____
End Date: 09/30/21	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL,  
GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES  
(JUSTIFY IN SECTION IV.)

CONTINUED ON NEXT PAGE

GMIS DOCUMENT 3A

SUBGRANT ADJUSTMENT REQUEST

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: \_\_\_\_\_

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT #: Q19-8-007

PROJECT NAME: FY19 ADC MAT Program

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**SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES**

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

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SUBMITTED BY:

\_\_\_\_\_  
Signature of Financial Officer or Project Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**CJCC ROUTING AND APPROVALS:**

Approval

Disapproval

Reviewer Signature

Reviewed By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

EXPENDITURES FOR THE PERIOD OF \_\_\_\_\_ THRU \_\_\_\_\_ FINAL RPT? (Y/N) \_\_\_\_\_

SUBGRANTEE: Fulton County Board of Commissioners

141 Pryor Street SW 10th Floor PROJECT NAME: FY19 ADC MAT Program  
Atlanta, GA 30303

PROJECT PERIOD: 10/01/20 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	\$ 73,249	\$ 0	\$ 0	\$ 73,249	\$ _____
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	_____
<b>TOTAL</b>	\$ 73,249	\$ 0	\$ 0	\$ 73,249	\$ <div></div>
<b>FEDERAL</b>	54,937	0	0	54,937	_____
<b>MATCH</b>	18,312	0	0	18,312	_____

EARNED PROJECT INCOME FOR THE PERIOD: FORFEITED \$ _____ OTHER \$ _____	EARNED PROJECT STATUS INCOME FOR THE PERIOD: EXPENDED \$ _____ UNEXPENDED \$ _____
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**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.

**SUBGRANTEE OFFICIAL APPROVAL:**

PREPARED BY: \_\_\_\_\_ OFFICIAL'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TYPED NAME & TITLE \_\_\_\_\_

===== **FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY** =====

SUBGRANT #: Q19-8-007 AMOUNT REQUESTED THIS REPORT: \_\_\_\_\_  
SUBGRANT AWARD: \$ 54,937\* 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	11601	11610	0630104	315	707002	Q19-8-007E01		

**CRIMINAL JUSTICE COORDINATING COUNCIL  
FY 19 Adult Drug Court Discretionary Grant Program  
SPECIAL CONDITIONS**

**SUBGRANTEE:** Fulton County

**SUBGRANT NUMBER:** Q19-8-007

1. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in CJCC taking appropriate action with respect to the subrecipient and the award. Among other things, CJCC may withhold award funds, disallow costs, or suspend or terminate the award. CJCC also may take other legal action as appropriate.

Initials 

2. 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 FY 2017 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were adopted by the DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

Initials 

3. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Department of Justice (DOJ) Grants Financial Guide available on the OJP website ((currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>). All services paid by federal and/or matching funds must have a valid contract that has been pre-approved by the CJCC to ensure compliance with federal and state guidelines and statutes.

Initials 

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

Initials 

5. 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 OJP award, and those award funds have been, are being, or are used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the subgrantee will promptly notify, in writing, the grant manager for this CJCC award and, if so requested by CJCC, seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials 

6. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) or with a successor government-wide system officially designated by OMB and OJP and applicable requirements on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> and are incorporated by reference here.

Initials 

7. Employment eligibility verification for hiring under the award:

1. The subrecipient must –

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons require by this this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)),

provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 3.B., shall be understood to relieve subrecipient or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to CJCC, before award acceptance

Initials  \_\_\_\_\_

8. 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 an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Initials  \_\_\_\_\_

9. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$150,000 and there has been no competition for the award, the recipient must comply with the rules governing sole source procurement found in the current edition of the OJP Financial Guide at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

Initials  \_\_\_\_\_

10. The subgrantee agrees to comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantee or individuals defined as employees of the subgrantee. Failure to comply with requirements as set by the OJP which can be found in full at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> will result in the termination of the subgrant award by CJCC.

Initials  \_\_\_\_\_

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

Financial Guide (Section 3.10 of "Postaward Requirements" in the 2015 DOJ Grants Financial Guide).

Initials  \_\_\_\_\_

12. The subgrantee must collect, maintain, and provide to OJP, data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Initials  \_\_\_\_\_

13. The recipient 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 <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>.

Initials  \_\_\_\_\_

14. The subgrantee understands and agrees that CJCC may withhold award funds, or may 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 DOJ awards.

Initials  \_\_\_\_\_

15. The subgrantee agrees to comply with any additional requirements that may be imposed by CJCC during the during the period of performance for this award, if the subgrantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Initials  \_\_\_\_\_

16. The subrecipient agrees to comply with all applicable requirements of 28 Part C.F.R. Part 42, specifically including any applicable requirements in Subpart E that relates to an equal employment opportunity program.

Initials  \_\_\_\_\_

17. The subrecipient agrees to 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  \_\_\_\_\_

18. The subrecipient agrees to 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.

Currently, 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, currently, also sets out rules and requirements that pertain to the subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1,

Part 38, under e-CFR "current" data.

Initials  \_\_\_\_\_

19. The subgrantee understands that as a matter of federal law, funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government (exceptions exist if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law)

Subgrantee understands that federal funds awarded by OJP cannot be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, or subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award (exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations).

If questions should arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance and may not proceed without the express prior written approval of OJP. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted.

Initials  \_\_\_\_\_

20. The subgrantee agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restriction, including from various "general provisions" in the Consolidate Appropriations Act, 2019, can be found at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>.

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

Initials  \_\_\_\_\_

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

The subgrantee agrees to promptly refer to the DOJ OIG any credible evidence that an employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 should be reported to the OIG by mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
1425 New York Ave, N.W. Suite 7100  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact 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/hotline>

Initials  \_\_\_\_\_



## 22. Restrictions and certifications regarding non-disclosure agreements and related matters

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 restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to and investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the subgrantee –

- a. represents that it neither required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making the 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 to make subawards or contracts under this award –

a. it represents that –

- (1) it has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit the otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials 

23. 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 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 agrees to inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact CJCC for guidance.

Initials 

24. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the CJCC encourages grantees and 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 

25. The subgrantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the subgrantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions, designation of the subgrantee as a DOJ High Risk Grantee, or termination of an award(s).

Initials 

26. If the subgrantee is designated as "high risk" by a federal grant making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CJCC by email. The disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Initials 

27. The subgrantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials 

28. The subgrantee agrees to submit to CJCC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the subgrantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-MU-BX-0047 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also

includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Initials 

29. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials 

30. The subgrantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request. The subgrantee may also be required to participate in strategic planning meetings and CJCC sponsored trainings.

Initials 

31. The subgrantee agrees that a detailed justification for consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must be submitted to and approved by the Office of Justice Program office and the CJCC Council prior to obligation or expenditure of such funds.

Initials 

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

Initials 

33. The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. The subrecipient may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

Initials 

34. The subrecipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against

the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

Initials  \_\_\_\_\_

35. The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.

Initials  \_\_\_\_\_

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

Initials  \_\_\_\_\_

37. Regarding medication-assisted treatment (MAT), the award subrecipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.

Initials  \_\_\_\_\_

38. Subgrantee agrees that with respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (The Subgrantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Limitations on compensation rates allowable under this award may be waived on a in individual basis at the discretion of BJA.

Initials  \_\_\_\_\_

39. The subgrantee agrees to track, account for, and report on all funds from this award separately from all other funds, including Department of Justice funds from awards for the same or similar purposes or programs. Accordingly, the accounting systems of the subgrantee must ensure that funds from this award are not comingled with funds from any other source. The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials  \_\_\_\_\_

40. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.



Initials  \_\_\_\_\_

41. Funds budgeted for personnel will be limited to that use only. Funds awarded for the purpose of filling a vacant position(s) will be reviewed on a quarterly basis, and if the position continues to be vacant, funds allotted for that position for the quarter will be de-obligated.

Initials  \_\_\_\_\_

42. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee will be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount will be rescinded.

Initials  \_\_\_\_\_

43. The subrecipients agrees to submit semi-annual performance reports through CJCC Statistical Analysis Center as well as submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov>). Failure to submit the require performance reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Initials  \_\_\_\_\_

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

Initials  \_\_\_\_\_

45. 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  \_\_\_\_\_

46. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget 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 CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials  \_\_\_\_\_

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

Initials  \_\_\_\_\_

48. 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  \_\_\_\_\_

49. 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 CJCC.

Initials  \_\_\_\_\_

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

Initials  \_\_\_\_\_

51. Subgrantees agree to provide the CJCC with a copy of all contracts executed under this grant award.

Initials  \_\_\_\_\_

**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 CJCC.**

DocuSigned by:



10/09/2020

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**Authorized Official Signature**

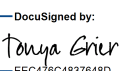
**Date**

Robb Pitts, Chairman, Fulton County Board of Commissioners

**Print Authorized Official Name**

DocuSigned by:

**Title**

DocuSigned by:  
  
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Item #20-0638

Recess Meeting: 09/16/2020



**U.S. DEPARTMENT OF JUSTICE**

**CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.



- §§ 4601-4655), 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. §§ 1501-1508 and 7324-7328, 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.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year <u>          </u> quarter <u>          </u> date of last report <u>                    </u>
<b>4. Name and Address of Reporting Entity:</b> <input checked="checked" type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee Tier <u>          </u> , if known: Fulton County Board of Commissioners 141 Pryor Street, SW - 10th Floor Atlanta, Georgia 30303  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> Georgia Criminal Justice Coordinating Council 104 Marietta Street, NW, Suite 440 Atlanta, GA 30303-2743  Congressional District, if known:
<b>6. Federal Department/Agency:</b> Bureau of Justice Assistance	<b>7. Federal Program Name/Description:</b> FY19 ADC MAT Program  CFDA Number, if applicable: <u>16.585</u>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ 54,937.00	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> MWS Global Strategies 1455 Pennsylvania Avenue, NW Suite 830 Washington, DC 20004	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Milne, John Shofe, Allen Wiener, Jeffrey	
<b>11.</b> 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>Robb Pitts</u> Print Name: <u>Robb Pitts</u> Title: <u>Chairman, Fulton County Board of Commissioners</u> Telephone No.: <u>(404) 613-2330</u> Date: <u>10/09/2020</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DocuSigned by:

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 Tanya Grier  
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 Item #20-0638  
 Recess Meeting:  
 09/16/2020



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 sub-recipients 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)

Superior Court of Fulton County Accountability Courts

1135-A Jefferson Street

Atlanta, Georgia 30318 | Phone: 404.612.2400

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, 810 Seventh Street NW., Washington, DC 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:

Fulton County Board of Commissioners  
141 Pryor Street, SW - 10 Floor  
Atlanta, Georgia 30303

#### 2. Application Number and/or Project Name

Drug Court FY19 ADC MAT Program

#### 3. Grantee IRS/Vendor Number

58-6001729-001

#### 4. Typed Name and Title of Authorized Representative

Robb Pitts  
Chairman, Fulton County Board of Commissioners

#### 5. Signature

DocuSigned by:  
  
167FDE80EDAF436...

6. Date  
10/09/2020

DocuSigned by:  
  
EEC476C4837648D...

DocuSigned by:



Item # 20-0638  
Recess Meeting: 09/16/2020

### **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 which 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," "proposes," 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.
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 the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," 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 check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports 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.

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

**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 of 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.

Robb Pitts  
Chairman, Fulton County Board of Commissioners

Name and Title of Authorized Representative

DocuSigned by:

Robb Pitts

167FDE86EDAF436...

Signature

10/09/2020

Date

Fulton County Board of Commissioners

Name of Organization

141 Pryor Street, SW - 10th Floor, Atlanta, GA 30303

Address of Organization

NUJ OJD0VC OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

DocuSigned by:

DocuSigned by:

Tanya Grier

EECA76C4837648D...



Item #20-0638

Recess Meeting: 09/16/20



**CIVIL RIGHTS CONTACT**

- |   |   |
|---|---|
| <b>(1) Civil Rights Contact Person:</b>   | Niger Thomas                                    |
| <b>(2) Title/Address:</b>   | Director  |
|   | Office of Diversity and Civil Rights Compliance |
|   | 141 Pryor Street, SW - 5th Floor                |
|   | Atlanta, GA 30303                               |
| <b>(3) Telephone Number:</b>  | 404.612.7305                                    |
| <b>(4) Number of persons employed<br/>by the organizational unit<br/>(agency) responsible for<br/>administering the subgrant:</b> | 42  |

Questions regarding the EEOP compliance requirements in connection with funding under this program should be addressed directly to the Office of Civil Rights Compliance, Office of Justice Programs, 633 Indiana Avenue, NW, Washington, D.C. 20531. That Office may be reached at (202) 724-7861.

BRIAN P. KEMP  
GOVERNOR



JAY NEAL  
EXECUTIVE DIRECTOR

## Audit Requirements

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend \$750,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local Governments that expend less than \$750,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements

*[Note: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program]*

Please provide the following information:

Period of Fiscal Year:	<u>January 1 - December 31, 2019</u>
Date of Last Audit:	<u>June 25, 2019</u>
Date of Next Audit:	<u>In Progress</u>
Anticipated Date of Next Scheduled Audit Will Be Forward to the Council:	<u>December 2020</u>

*[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$750,000 you may write "Not Applicable" in this space.]*

FY2021 – Fulton County  
DBHDD Region 3 Field Office  
BH Services (Treatment Court)

**STATE OF GEORGIA  
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES  
CONTRACT**

**DEPARTMENT ADMINISTRATIVE INFORMATION:**

Expense:   X  

**Total Obligation:** \$   43,100.00  

Federal: \$       0.00        
State: \$   43,100.00  

**REGIONAL CONTRACT #**   44100-263-0262021031  

Contractor's FEI #:   58-6001729    
Contractor's FY End Date:   6/30    
NPO Status:   Non-Profit    
Public/Private:   Public  

NIGP Code:   95262    
CFDA #:   N/A  

**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**  
Superior Court of Fulton County  
1135- A Jefferson Street, NW  
Atlanta, GA. 30318

legally empowered to contract pursuant to the 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) 03/10/94

This contract has an effective beginning date of the July 1, 2020, and shall terminate on the June 30, 2021, unless terminated earlier under other provisions of this contract.

**PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:**

(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:

**Contract Correspondence:**

Office of Procurement and Contracts  
Department of Behavioral Health and Developmental Disabilities  
Two Peachtree Street, NW 25<sup>th</sup> Floor  
Atlanta GA 30303-3142  
Email: [dbhddoffice.procurementcontracts@dbhdd.ga.gov](mailto:dbhddoffice.procurementcontracts@dbhdd.ga.gov)

**Financial Correspondence: (Financial Statements)**

Office of Internal Audit  
Attn: Kenneth Ward  
Two Peachtree Street, N.W.  
Room 24-385  
Atlanta, Georgia 30303-3142  
Telephone # 404-884-5486  
Email: [kenneth.ward@dbhdd.ga.gov](mailto:kenneth.ward@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  
Attn: Superior Court of Fulton County  
Attn: David Summerlin  
136 Pryor Street, Suite C-640  
Atlanta, GA 30303  
Telephone #: 404-612-0437  
E-mail: [david.summerlin@fultoncountyga.gov](mailto:david.summerlin@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  
Attn: Finance Department – Accounts Payable  
141 Pryor Street SW, Ste 7001  
Atlanta, GA 30303

**PARA #104 DEFINITIONS:**

(104) 04/29/20

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. Contractor staff who are independent contractors rather than employees (for example, a staff member who receives an IRS Form 1099 instead of a Form W-2) are also “subcontractors” under this definition. 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 and Provider Manuals should be reviewed to determine whether the Contractor is permitted to subcontract services under this Contract. See Annex “A” of this Contract for further information as to whether, and to what extent, subcontracting is allowed under this Contract. There are also specific provisions throughout this Contract which apply to any Contractor who is utilizing subcontractors.

**“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. Provider agrees to comply with the DBHDD policies applicable to Provider, 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 Contractor 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) 06/02/20

- A. DBHDD's Office of Provider Enrollment 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 Enrollment.
- B. Contractor may request and will be provided with the ***Provider Approved Locations and Services*** document from the Office of Provider Enrollment 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 Enrollment. Services the Contractor are 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) 04/13/99

- 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), 42 U.S.C. § 12101 et seq., 49 U.S.C § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 49 U.S.C. § 1612; 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) 03/08/17

- 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) 04/12/85

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) 04/29/20

- 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 or C 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.
- C. In the event that a state of emergency (including, but not limited to, a public health emergency) for or including the State of Georgia is declared by the President of the United States or the Governor of Georgia during the term of this Contract, DBHDD has the absolute right, in its sole discretion, to make financial and other adjustments to this Contract, and/or to modify other terms of this Contract, unilaterally, and to notify the Contractor accordingly.

**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) 03/08/17

- 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) 05/01/19

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; or it is discovered that the Contractor has, during the term of a previous contract with DBHDD or in Contractor's application or bidding materials for this or any previous contract with DBHDD, provided any fraudulent or misleading information to any such person or agency.
- 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) 03/08/17

- 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 a 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 COTACT INFORMATION WITH LOCAL SHERIFF AND LAW ENFORCEMENT:**

(117) 05/02/16

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) 03/08/17

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) 03/08/17

- A. Except as specifically permitted by DBHDD Policy or in [Annex A](#) 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) 03/08/17

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, artwork, and reports shall be submitted to the Department on disk or electronically.

**PARA #126 CONSULTANT/STUDY CONTRACT:**

(118) 05/10/19

- 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) 03/08/17

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 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:**

(136C) 05/11/04

Contractor 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 AND SUBCONTRACTOR PERSONNEL:** (153)04/20/20

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) 03/08/17

- 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 NOTIFICATION OF EXPENDITURES FOR NEW OR ADDITIONAL FACILITIES:**

(139) 03/04/03

The Contractor/Board agrees to comply fully with the provisions of O.C.G.A. Section 31-1-8. Thirty (30) days prior to the expenditure of funds for any new or additional special facility, the Contractor/Board shall notify the governing authority of the county and any municipality wherein the special facility is to be located. Notice shall also be given by the Contractor/Board to each member of the General Assembly whose Senate or House District includes any part of the property upon which the facility is to be located. A special facility means (1) a facility utilized for the diagnosis, care, treatment or hospitalization of persons who are alcoholics, drug dependent individuals, or drug



users as defined in O.C.G.A. Section 37-7-1, or (2) a facility operated by the department and used for the treatment and residence of delinquent children, provided such facility affords secure custody.

**PARA #134 CONTRACTOR ACCREDITATION 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](#) 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 #135 QUALITY IMPROVEMENT PROGRAM, PROGRAMMATIC DATA, AND REVIEWS:**

(204) 05/01/15

- 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) 04/29/20

The Contractor agrees to provide written notice to DBHDD, at the address listed in Paragraph #103 of this Contract, 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) 05/01/15

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 SEVERANCE PACKAGES AND HIRING INCENTIVES:**

(208) 06/02/05

The Contractor agrees that no part of any State or Federal funds provided pursuant to this contract may be used, other than what is provided for under the State Personnel Board Rules regarding compensation due in connection with separation from employment if applicable, to induce, encourage, reward or ensure the hiring of, or departure of, any employee or employee candidate. This provision includes but is not limited to providing monetary incentives to individuals for accepting employment by the Contractor or compensation above and beyond salary/benefit entitlements to an employee to induce resignation or otherwise end the employee/employer relationship with the Contractor.

**PARA #140 OWNERSHIP OF DOCUMENTS AND ELECTRONIC DATA:**

(117B) 06/02/05

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 take any additional actions that may be necessary in the future to fully effectuate this provision.

**PARA #141 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.

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

1. 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>;
2. 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,
3. Upon request by the Department, Contractor will provide documentation substantiating the completion of sexual harassment training.

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

1. 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>;
2. 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
3. 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.

## SECTION II SPECIAL TERMS AND CONDITIONS

## SECTION IIA

### **PARA #201 LEGAL EMPOWERMENT TO CONTRACT:**

(201) 07/30/15

The Department, legally empowered to contract as identified in Section I of this contract, is an agency of the State of Georgia which is further empowered to contract pursuant to the Official Code of Georgia Annotated 37-2-5.2(5).

### **PARA #202 CONTRACTOR AGREEMENTS:**

(202A) 03/08/17

**WHEREAS**, the Department has a need for and desires services for adult, children and adolescent citizens with Addictive Diseases, Developmental Disabilities and Mental Illnesses;

AND

**WHEREAS**, the Contractor has represented to the Department its willingness and ability to provide such services for these individuals.

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

The Contractor agrees:

1. To deliver the services listed in **Annex A** to eligible individuals presenting for services at established service sites operated by Contractor.
2. To register all individuals and report all services provided as specified in **Annex A**, DBHDD Policies, and/or the DBHDD Provider Manual. The Contractor further agrees to provide and report any other data requested by the Department, the Department's Administrative Services Organization (ASO), or other agent or designee, in the manner and time frame specified at the time it is requested.

**#301 PAYMENT METHODOLOGY**

Contractor agrees to comply with the Payment Methodology attached as **Annex B**.

**PARA #302 PAYMENT TO CONTRACTOR:**

(301) 05/22/02

- A. Upon approval by the Department, the DBHDD Office of Financial Operations will process expenditure reports and invoices and issue payments to the Contractor.
- B. The total funding approved for this contract is **\$43,100.00** and payments will be made in accordance with the categories detailed in **Annex C**, Funding Specifications, of this contract.

**PARA #303 PAYMENT STIPULATIONS:**

(302) 06/08/17

The Contractor agrees to operate within a Department approved budget. The Contractor agrees to abide by all budget, expense, purchasing, fund advance and reporting specifications contained in the Provider Manual.

**PARA #304 USE OF REVENUE:**

(303) 06/08/06

The Contractor agrees that revenues generated as a result of this Contract, will be used only to serve individuals who meet the criteria specified in this Contract and, if appropriate, those individuals enrolled in services and programs upon execution of this Contract.

**PARA #305 LOCAL CONTRIBUTION:**

(304) 06/08/06

The Contractor agrees to seek and apply to the services delivered under this Contract the historic level of local financial support provided by participating county and municipal governments.

**SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS****PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

(401A) 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 D, 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.

**PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:**

(402A) 06/13/16

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](mailto: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.

**PARA #404 NO AMENDMENT TO CONTRACT:**

(156) 04/29/20

This Contract is being presented to Contractor and will be returned to DBHDD for the signature of authorized DBHDD personnel. Subsequent to the transmission of this Contract by DBHDD to Contractor for Contractor's execution, no amendment, addition, or alteration to this Contract made by Contractor or by any other person shall be effective to amend the terms of this Contract unless such amendment, addition, or alteration is specifically and expressly accepted in writing by an authorized representative of DBHDD. The signature of this Contract by DBHDD, in itself, shall not constitute specific and express acceptance of any such amendment, addition, or alteration. By executing this Contract, Provider certifies that Contractor has not made any amendment, addition, or alteration to this Contract as further evidenced by Contractor certification on **Annex E**.

**PARA #405 ENTIRE UNDERSTANDING, CONDITIONS OF ACCEPTANCE AND MISCELLANEOUS PROVISIONS:**

(404) 04/29/20

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.

Contractor's acceptance of this Contract must be manifested by (i) execution of this Contract by Contractor, and (ii) the return of this Contract to DBHDD along with documentation, as requested by DBHDD in correspondence accompanying DBHDD's offer of this Contract, evidencing Contractor's compliance with insurance, licensing, credentialing, and other requirements as set forth in this Contract and in DBHDD policies and manuals. Prior to the execution of this Contract by DBHDD, DBHDD may revoke its offer of this Contract if Contractor fails to timely execute and return this Contract, or if Contractor returns this Contract without the requested documentation.

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract. Time is of the essence of this Contract.

**SECTION V**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 03/17/03

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

Annex A	Services, Expectations, Outcomes
Annex B	Payment Methodology
Annex C	Funding Specifications Annex
Annex D	Georgia Security and Immigration Compliance Act Affidavit
Annex E	Provider Manual Receipt Verification
Annex F	Addictive Disease Treatment Court Programmatic Report

**SIGNATURES TO CONTRACT BETWEEN**  
**THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES**

AND

**FULTON COUNTY**

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

I, the undersigned commissioner of Fulton County, certify that this contract is entered into Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, of the official minutes of the Commission of Fulton County.

**CONTRACTOR EXECUTION:**

DocuSigned by:

*Robb Pitts*

167EDE80EDAE436

Signature

10/16/2020

Date signed by Contractor

Robb L. Pitts

\*Typed name of individual signing Chairman,  
Commission of Fulton County

Date: 10/16/2020

DocuSigned by:

*Tonya Grier*

Attestor's Signature

Tonya R. Grier

Attestor's typed name

Chief Deputy Clerk to the Commission

\*\*Title of Attestor

**DEPARTMENTAL EXECUTION:**

**For the Commissioner of the  
Department of Behavioral Health and Developmental Disabilities**

**Commissioner or Authorized Designee**

**Date signed by the Department**

DocuSigned by:



\*Must be Chairman or sole Commissioner

\*\*Must be Clerk of Commission

Item #20-0638

Recess Meeting 09/16/2020

**ANNEX A****SERVICES, EXPECTATIONS, AND OUTCOMES  
MENTAL HEALTH AND ADDICTIVE DISEASE  
TREATMENT COURT SERVICE PROVIDERS****A. Population of Focus:**

Adults with Serious Mental Illness and/or Addictive Diseases who have committed an offense and are willing to consent to treatment instead of serving time in jail.

**B. Contractor Expectations:**

1. Render this service in accordance with all applicable standards established by the Department as defined in the DBHDD Provider Manual for Community Behavioral Health Providers. Provider is required to follow the new MH and AD Treatment Court Guidelines, effective July 1, 2019.
2. Report and participate in all activities associated with the Department's Administrative Services Organization (The Georgia Collaborative ASO). This includes cooperating in all audits, responding with corrective action plans, implementing corrective action plans, participation in training and meetings and responding to care managers' requests. All applicable Medicaid and ASO reporting requirements must be followed.
3. When enrolling an individual in Treatment & Support Services, obtain an authorization from the Administrative Services Organization's (ASO) ProviderConnect system. Upon service delivery, submit service claims/encounters to the ASO within 90 days of the date of service. For each treatment court, MH and/or AD, enrollment, authorizations and appropriate encounters should match the corresponding funded court(s) to ensure accountability and accuracy.
4. Work collaboratively with assigned court to implement the evidence-based models outlined in the most current versions of *Improving Responses of People with Mental Illnesses: Essential Elements of a Mental Health Court* or *Defining Drug Courts: The Key Components*, published by the Bureau of Justice Assistance and available at <https://www.bja.gov/Publications.aspx>.
5. Provide comprehensive individual recovery plans (IRP) for each enrollee including utilizing applicable adult Core and specialty services, residential supports and housing, employment supports, trauma informed mental health and substance abuse treatment, whole health planning and implementation, peer support services, and linkage to other related services required to assist individuals in maintaining the behavioral health recovery and avoiding additional criminal justice involvement. Evidence based practices will guide the service plan and treatment process.
6. Choose and implement evidence-based treatment model(s) shown to be effective in working with target population.
  - a. Seeking Safety <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=376>
  - b. Trauma Affect Regulation: Guide for Education and Therapy (TARGET) <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=258>
  - c. Trauma Recovery and Empowerment Model (TREM) <http://nrepp.samhsa.gov/ProgramProfile.aspx?id=90>
  - d. Moral Reconation Therapy <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=34>
  - e. Cognitive Behavioral Therapy
  - f. Motivational Interviewing <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=346>
  - g. Assertive Community Treatment / Community Support Team (ACT/CST)
  - h. Supported Employment
  - i. Psychopharmacology
  - j. Supportive Housing
7. Provider will develop written agreements, partnerships, and memoranda of understanding (MOU) with key justice, mental health, consumer groups, and support partners on an ongoing basis for the purpose of cooperative wrap around services and for developing sustainable activities.

**C. Program Requirements:****1. Basic Eligibility Criteria**

- a. The individual must be 18 years of age or older. (Persons who are emancipated minors under Georgia Law may be considered adults for the purpose of this definition as long as they are to receive adult services rather than children's services.)
- b. The diagnostic evaluation must yield information that supports a psychiatric disorder and/or substance related disorder primary diagnosis (or diagnostic impression) on Axis I in accordance with the latest edition of the Diagnostic and Statistical

Manual of Mental Disorders (DSM). The diagnostic evaluation must be documented adequately to support the diagnostic impression/diagnosis. The state DBHDD system utilizes the DSM classification system to identify, evaluate and classify an individual's type, severity, frequency, duration and recurrence of symptoms.

- c. The individual's level of functioning must be significantly affected by the psychiatric disorder and/or substance related disorder.
- d. If the individual does not have Medicaid or if a service is needed that is not reimbursable through the Medicaid Rehabilitation Option, the individual must meet the DBHDD state funded services financial eligibility criteria found in **Payment by Individuals for Community Behavioral Health Services, 01-107**(<https://gadbhdd.policystat.com/policy/289002/latest/>)

## 2. Diagnostic Categories Approved for State Funded Services

- a. Adult Mental Health:
  - i. Schizophrenia and Other Psychotic Disorders
  - ii. Mood Disorders
  - iii. Anxiety Disorders
  - iv. Adjustment Disorders (By definition, an Adjustment Disorder must resolve within 6 months of the termination of the stressor or its consequences)
  - v. Mental Disorders Due to a General Medical Condition Not Elsewhere Classified
  - vi. Exclusions: The following disorders are excluded unless co-occurring with a qualifying primary Axis I mental or substance related disorder that is the focus of treatment:
    - a. Tic disorders
    - b. Mental Retardation
    - c. Learning Disorders
    - d. Motor Skills Disorders
    - e. Communication Disorders
    - f. Organic Mental Disorders
    - g. Pervasive Developmental Disorders
    - h. Personality Change Due to a General Medical Condition
    - i. Mental Disorder NOS Due to a General Medical Condition
    - j. V Codes
- b. Adult Addictive Diseases
  - i. Substance-Related Disorders including but not limited to substance abuse, substance dependence, and substance withdrawal. Note that severity and duration of substance related disorders are not considered in regard to the Core Customer criteria (except as they may be inherent to the definition of a disorder).
  - ii. Exclusions:
    - a. Caffeine-Induced Disorders
    - b. Nicotine-Related Disorders
    - c. Substance Intoxication- only excluded for Ongoing Services.

## D. Deliverables:

The Contractor will provide the following services in accordance with this contract. All services will be provided to individuals who meet the Department's eligibility criteria, according to the individual's needs.

1. **Screening and Referral:** The Treatment Court Services Coordinator is directly responsible to the Presiding Judge, and is employed by the Contractor, to provide appropriate referral for services. Screening may be conducted by the Court Coordinator who will work with appropriate court and Contractor staff to refer consumers to needed services, coordinate the delivery of services, and follow-up and monitor progress in treatment.
2. **Treatment & Support Services:** The following services shall be delivered to court ordered individuals in accordance with service guidelines and utilization criteria. Contractors will consult the utilization criteria found in Part 1, Eligibility, Services Definitions and Requirements, of the DBHDD Provider Manual for utilization limits and reporting requirements.
  - a. Core Services



- b. Case Management/Intensive Case Management
- c. Assertive Community Treatment/ Community Support Team (ACT/CST)
- d. Medication Management
- e. Psychosocial Rehab
- f. Supported Employment
- g. Housing Supports/Residential Services
- h. Peer Services

**E. Reporting:**

1. Contractor shall submit to DBHDD the Addictive Diseases Treatment Court Programmatic Report, **Annex F** for all **Addictive Disease Treatment Courts**, by the 10<sup>th</sup> working day of the month. The report should be a narrative analysis of project accomplishments to include by objective; staff activity, program progress, or any other phases of Contractor activity to assist the Department in program evaluation for all Addictive Disease Treatment Courts.
2. Contractor shall submit a **Treatment Court Quarterly Report** to DBHDD by the last day of the month following the end of the quarter. The report will describe the Contractor's description of general activities of the Treatment Court and any significant issues relative to:
  - a. Successes
  - b. Challenges
  - c. Opportunities for Improvement
  - d. Collaborative Partnerships

**F. Geographic Areas:**

See **PARA #106 APPROVED SERVICES AND LOCATIONS** in **SECTION I GENERAL CONTRACT PROVISIONS** of this document. Contractor further agrees to provide services to eligible individuals presenting for or being referred by DBHDD or its authorized agent for services at established approved service sites operated by Provider, without regard to the individual's county of residence.

**G. Subcontracting:**

Subcontracting is prohibited except as allowed by the subcontracting provisions of DBHDD's *Provider Manual for Community Behavioral Health Providers* (the "Provider Manual"), as from time to time amended. In the event that subcontracting that would be allowed by the Provider Manual is prohibited by applicable State or Federal law or regulation, such law or regulation takes precedence and the subcontracting is prohibited.

**H. Payment:**

See **Annex B- Payment Methodology** for payment information.

**ANNEX B****PAYMENT METHODOLOGY****Non-FFS Payment Methodology:**

Contractor must submit Monthly Income and Expenditure Reports (MIERS) for non-FFS reimbursement for services delivered as described within this contract. Contractor must submit encounters for all applicable services to the ASO.

**1. Adult Addictive Diseases Specialty Services:**

- **Treatment Court Services:** Contractor shall be paid according to the table below:

<b>Service Description</b>	<b>UAS Budget Code</b>	<b>Payment Not to Exceed per Month</b>	<b>Payment Not to Exceed Annually</b>
Addictive Diseases Treatment Court Services	611	<b>\$3,592.00</b>	<b>\$43,100.00</b>

Funds for Adult Mental Health and Addictive Disease Treatment Court Services must be used to supplement, not supplant, existing services to individuals. Contractor agrees not to bill DBHDD for services to individuals that are paid for either in part or whole by any other funding source, (e.g. duplication of billing for state funded or Medicaid reimbursable services or funding from other state agencies such as the Criminal Justice Coordinating Council).

**ANNEX C****FUNDING SPECIFICATIONS**

- I. In consideration of the performance by the Contractor of services detailed in the contract, the Department agrees to provide State and/or Federal funds in the appropriated budget categories as specified below. The total funding approved for this contract is **\$43,100.00** and total payments shall not exceed this amount.

The Contractor agrees to submit a Monthly Income and Expense Report (MIER) to the Department of Health and Developmental Disabilities by the 10<sup>th</sup> of the following month with the exception of the MIERS for the months of September and June. The deadline for the months of September and June shall be determined by the department.

II. **PERFORMANCE CONTRACT:**

The Contractor agrees to submit to the Department by the 10<sup>th</sup> day of the following month a Performance Based Contract Budget Program Reporting Summary and documentation of number of consumers served/enrolled as specified in reporting requirements for each of the service categories. The submission dates for the months of September and June shall be determined by the Department.

The Department will authorize performance payments to the Contractor on a monthly basis in accordance with the payment methodologies and amounts listed in **Annex B**, based on submission of required forms and documentation to include all monthly reports required. Payment requests with documentation must be sent by the Contractor to the Department. The total amount to be paid by the performance payment method for this contract shall not exceed **\$43,100.00**.

Prog Budget #	Program Description	Type	Continuation Budget Funding	Adjustment	Total
715	Treatment Court/AD	State	\$43,100.00	\$0.00	\$43,100.00
		Fed	\$0.00	\$0.00	\$0.00
		Total	\$43,100.00	\$0.00	\$43,100.00
Totals		State	\$43,100.00	\$0.00	\$43,100.00
		Fed	\$0.00	\$0.00	\$0.00
		Total	\$43,100.00	\$0.00	\$43,100.00

## ANNEX D

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

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:

6001729

Federal Work Authorization User Identification Number

February 25, 2010

Date of Authorization

Superior Court of Fulton County

Name of Contractor

Fulton County Board of Commissioners

Name of Public Employer

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

Executed on Oct. 16, 2020 in Atlanta (city), GA (state).

DocuSigned by:

Robb L. Pitts

Signature of Authorized Officer or Agent

Robb L. Pitts, Chairman,

Fulton County Board of Commissioners

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 16 DAY OF October, 2020.Olympia Billings

NOTARY PUBLIC

04/26/2024

My Commission Expires: \_\_\_\_\_

DocuSigned by:



\*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 #20-0638  
Recess Meeting 09/16/2020

## ANNEX E

## PROVIDER MANUAL RECEIPT VERIFICATION

**Verification of Access to the DBHDD Provider Manuals and Policies**

This is to verify that we have: (1) successfully accessed the electronic version of the [Provider Manual for Community Behavioral Health Providers](#) and the [Provider Manual for Community Developmental Disabilities Providers](#) on the Department of Behavioral Health and Developmental Disabilities' website: <http://dbhdd.georgia.gov>, and (2) successfully accessed the DBHDD PolicyStat Index and the DBHDD Policies at: <https://gadbhdd.policystat.com/>

Signature of Provider:

DocuSigned by:  
Robb Pitts  
167ED680EDAE436

Date: 10/16/2020

**Contract Alterations**

In order that the enclosed Contract between Contractor and DBHDD may be processed and implemented without further delay, I certify that no changes, modifications, deletions, or additions have been made to the terms and conditions of the Contract prior to submission to DBHDD for signature.

Signature of Provider:

DocuSigned by:  
Robb Pitts  
1A7FDE80EDAE436

Date: 10/16/2020

Printed Name of Person Signing on behalf of the Provider:

Robb L. Pitts

Title:

Chairman, Fulton County Board of Commissioners

Item #2020-0638  
Recess Meeting 09/16/2020

**ANNEX F**

## ***Addictive Disease Treatment Court Programmatic Report***

Provider: \_\_\_\_\_

Service Reporting Period: \_\_\_\_\_

Contractor agrees to submit a monthly report to DBHDD no later than the 10<sup>th</sup> business day following the end of the month during the terms of this contract. Report should be sent to: [Prince.Moorman@dbhdd.ga.gov](mailto:Prince.Moorman@dbhdd.ga.gov)  
Report should be a narrative analysis of project accomplishments to include by objective; staff activity, program progress, or any other phases of Contractor activity to assist the Department in program evaluation: (use continuation pages as necessary).

**Georgia Department of Behavioral Health and Developmental Disabilities**  
**Budget Expense and Resource Summary for Region # 3**  
**Payment for Service and Fixed Rate Programs**

**Division** 030 Behavioral Health & Developmental Disabilities **FISCAL CCYY:** 2021  
**Local Agency:** 780 Fulton County **Budget Approval Code:** 0  
**Budget Program:** 611 Treatment Court Services **Budget Revision:** \_\_\_\_\_

**PROPOSED EXPENSES**

<u>SCOA</u>	<u>Description</u>	<u>CURRENT BUDGET</u>	<u>+</u>	<u>ADJUSTMENT +/-</u>	<u>=</u>	<u>REVISED BUDGET</u>
<u>622.003</u>	<u>Payment for Services or Fixed Rate Contract</u>	<u>\$ 43,100.00</u>				<u>\$ 43,100.00</u>

**PROPOSED RESOURCES**

<u>Fund Source</u>	<u>Description</u>	<u>CURRENT BUDGET</u>	<u>+</u>	<u>ADJUSTMENT +/-</u>	<u>=</u>	<u>REVISED BUDGET</u>
<u>8001</u>	<u>Payment for Services or Fixed Rate Contract</u>	<u>\$ 43,100.00</u>		<u>\$ -</u>		<u>\$ 43,100.00</u>

**AGENCY SIGNATURE**

I certify that to the best of my knowledge, the information on this SUMMARY is a true and accurate statement of the expenses and consumers served for specified month.

DocuSigned by:

*David Summerlin*

**Authorized Agency Signature**

Superior Court Administrator

**Title**

10/14/2020

**Date**

**DBHDD SIGNATURE**

**Reviewed By:**

Authorized DBHDD Signature

Date

# DISCLOSURE OF LOBBYING ACTIVITIES

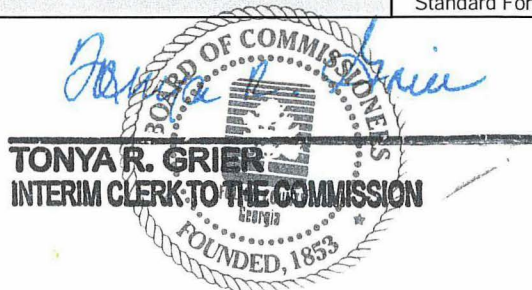
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <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		<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> State of Georgia Criminal Justice Coordinating Council, 104 Marietta Street, Ste 104, Atlanta, GA 30303  Congressional District, if known:		
<b>6. Federal Department/Agency:</b> US Department of Justice Office of Justice Programs			<b>7. Federal Program Name/Description:</b> Victim of Crime Act Formula Grant Program CFDA Number, if applicable: 16.575		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> 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 (County): <u>Robert L. Pitts</u> Print Name: <u>ROBERT L. PITTS</u> Title: <u>CHAIRMAN</u> Telephone No.: <u>404-612-8220</u> Date: <u>11/2/2020</u>		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



ITEM # 20-0638 RCS 9/16/20  
 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

11/2/2020  
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 sub-recipients 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

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Printed Name and Title of County Official

5. County Official Signature



6. Date

11/2/2020

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 (County Commission Chair)

  
\_\_\_\_\_  
Signature (County Commission Chair)

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF GEORGIA**  
**PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**  
**Agreement for Funding of Prosecution Based VOCA Program**

County: Fulton

Implementing Prosecuting Attorney: \_\_\_\_\_

**Allocation 1 (Base Funding): CJCC Grant No: C19-8-103**

A. Base Federal Funds: \$ 167,388  
B. Matching Funds (waived for all offices): \$ \_\_\_\_\_

**Allocation 2 (Comp Advocate Funding): CJCC Grant No: C19-8-102**

A. Comp Advocate Federal Funds: \$ 174,180  
B. Matching Funds (waived for all offices): \$ \_\_\_\_\_

Initial Grant Period: October 1, 2020 to September 30, 2021

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Fulton County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Atlanta (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2020 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.



- (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.
- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.
- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting

Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")

- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:
    - (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
    - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
  - (d) Early Notification Services: For offices that accepted funding in addition to continuation funding for the Federal Fiscal Year 2015-2016, the Prosecuting Attorney agrees to work to develop protocols with law enforcement or courts conducting first appearance hearings within the jurisdiction that will help to identify victims and provide services to victims at or before the defendant's first appearance hearing.
  - (e) Post-Adjudication Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2016-2017 to provide post-adjudication services, the Prosecuting Attorney agrees to provide services to victims during the post-adjudication phase of the criminal justice process and capture VSSR data related to this service provision.
  - (f) Victims Comp Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2017-2018 to provide a victims compensation advocate, the Prosecuting Attorney agrees to hire an additional advocate and designate an advocate as the Victims Compensation point-of-contact for the Circuit.
  - (g) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 9a).
6. Budget Limitation: The approved budget total (see 9a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.

- (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.
- (c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.
- (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour. There is no minimum volunteer hour requirement.

8. Use of Volunteers:

- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.

9. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2020	Due: <b>January 15, 2021</b>
Quarter 2	January 1 – March 31, 2021	Due: <b>April 15, 2021</b>
Quarter 3	April 1 – June 30, 2021	Due: <b>July 15, 2021</b>
Quarter 4	July 1 – September 30, 2021	Due: <b>October 15, 2021</b>

- (b) Outcome Performance Measurement Surveys (Annual).

- (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2010 -Sept. 30, 2021	Due: <b>October 30, 2021</b>

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:  
<http://cjcc.georgia.gov/outcome-performance-tools-1>.



10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 1, 2020. Separate budget worksheets are required for Base funding and Victims Comp Advocate funding. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.
- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2020	Due: <b>January 15, 2021</b>
Quarter 2	January 1 – March 31, 2021	Due: <b>April 15, 2021</b>
Quarter 3	April 1 – June 30, 2021	Due: <b>July 15, 2021</b>
Quarter 4	July 1 – September 30, 2021	Due: <b>October 15, 2021</b>

- (c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:
  - (1) The point of contact information;
  - (2) Request to modify budget within currently approved categories;
  - (3) Request for a no-cost extension;
  - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).
- (e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.

11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.

12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.
14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.
15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
17. Termination:
  - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
    - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.

- (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
  - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
  - (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
  - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
  - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
  - (4) An assignment is made by the County for the benefit of creditors.
  - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

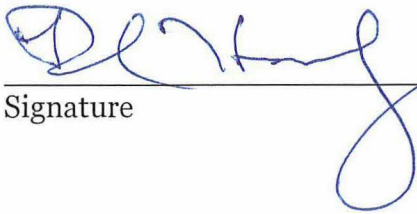
18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.



- (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:  
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
  - (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
  - (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
  - (f) The County and Prosecuting Attorney hereby assure and certify that it:
    - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
    - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
    - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.
21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:



Signature

10/28/2020

Date signed by Prosecuting Attorney

Printed Name

The Honorable  
District Attorney, \_\_\_\_\_ Judicial Circuit  
Solicitor-General, \_\_\_\_\_ County

COUNTY EXECUTION:



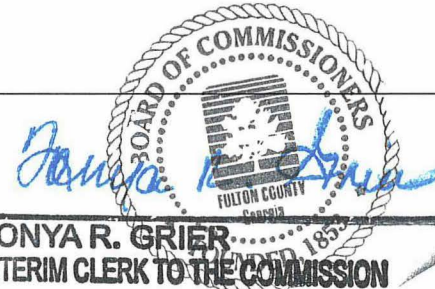
Signature

11/2/2020

Date signed by County

**ROBERT L. PITTS**  
Printed Name **CHAIRMAN**

Title  
Official for Fulton County



PACGA EXECUTION:

Signature

Date signed by Council

Peter J. Skandalakis  
Executive Director  
Prosecuting Attorneys' Council of Georgia  
1590 Adamson Parkway, Fourth Floor  
Morrow, Georgia 30260-1755

## FY19 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

## SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C19-8-103

## 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 2019 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 

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>.

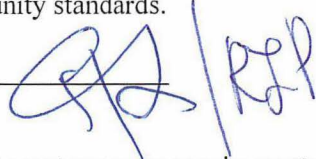
In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable 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 



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



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>.

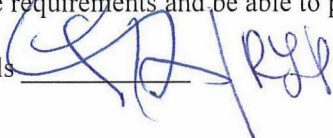
If the subgrantee is a government agency or private business, receives an award of at least \$25,000 but less than \$500,000, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP 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](mailto: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



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 RA/RJL

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 RA/RJL

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 RA/RJL

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.

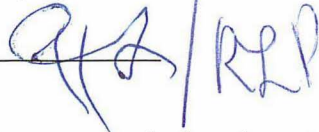
Initials RA/RJL

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 RA/RJL

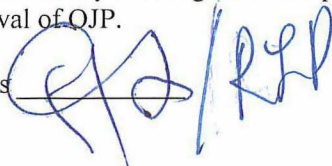
10. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award) or other outstanding issues that arise in connection with audits, investigations, or reviews of other awards. The CFDA number for this grant program is 16.575.

Initials



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



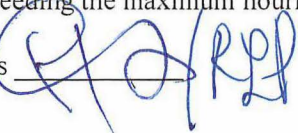
12. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing use of federal funds from this award for expenses related to conferences, 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



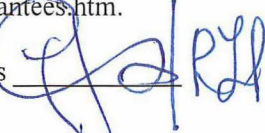
13. The subgrantee understands that the maximum consultant/contractor rate is \$650.00 per eight-hour day (\$81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

Initials



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



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



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

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

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

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

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

CA/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

CA/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

CA/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

CA/RLP

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

Initials

CA/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

CA/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 AS/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 AS/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 AS/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 AS/RLP

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 AS/RLP

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 AS/RLP

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

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 once every two years. Staff and supervisors must provide a certificate of completion as proof of attendance. Victim's Compensation 101 may also be applied toward training requirements specified by the subgrantee agency's core service requirements.

The subgrantee also agrees that all fully or partially grant-funded staff and his/her supervisor must attend an advanced Victim's Compensation training once every two years after successful completion of Victim's Compensation 101.

Initials

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

(SAR #1 not required for PAC-funded offices)

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

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

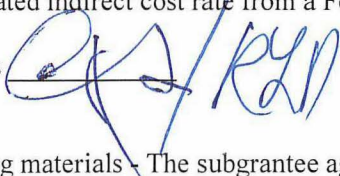
(quarterly basis for PAC-funded offices)



37. 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



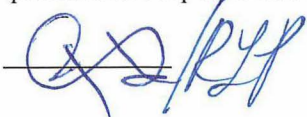
38. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials 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



39. 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.
- 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.
  - 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 30<sup>th</sup>.

Initials





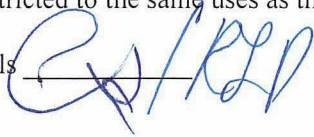
40. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

Initials




41. 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



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

Initials



43. 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.

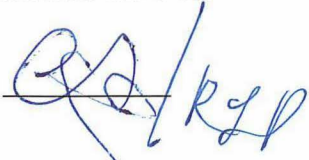
When using volunteer hours to satisfy the match requirement, the subgrantee agrees to utilize project volunteers that provide direct services as defined under the Victims of Crime Act. To comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct 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



44. 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



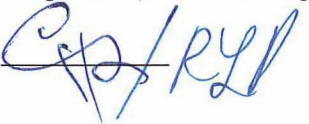
45. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.

Initials



46. 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



47. 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



48. 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



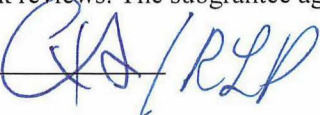
49. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

Initials



50. 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



51. 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





52. 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

53. 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

54. 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

55. 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

56. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:

- a. 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) for any position that is or will be funded (in whole or in part) with award funds.
- b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
  - d. Maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
  - e. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
  - f. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position that is or will be funded (in whole or in part) with award funds.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email EVerify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Initials

GA/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 #36. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location.

Initials

GA/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 (in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

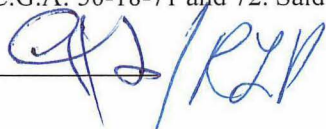
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GA/RLP



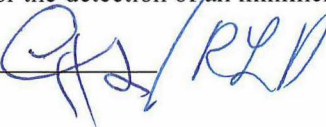
59. Records must be adequately protected against fire, loss, theft, or damage and the subgrantee shall maintain all of the following for a minimum of three (3) years after the end of the subgrant award period or until any state and/or federal initiated audit exceptions have been cleared, whichever is 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



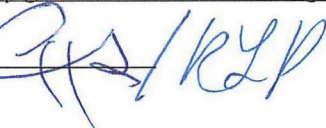
60. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within 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



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



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").

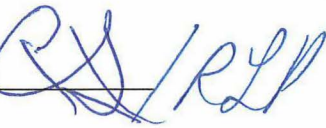
The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

Initials



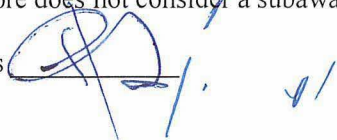
63. The subgrantee is required to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

Initials



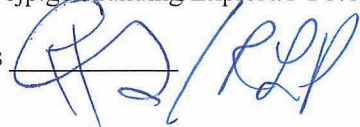
64. The subgrantee is required to comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes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

Initials



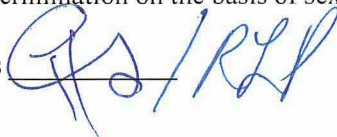
65. The subgrantee is required to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>.

Initials



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."

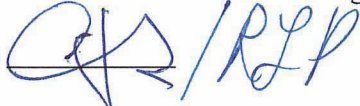
Initials



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



68. The subgrantee must comply with all requirements regarding the determination of suitability, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The subrecipient may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.E., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations

A. The subrecipient must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.

B. The subrecipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

### 3. Definitions

A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the subrecipient) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the subrecipient. Such an individual might be an employee of a subrecipient, but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

B. "Participating minor." All individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the award document are participating minors.

C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--

(1) brief contact that is both unexpected by the subrecipient and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

(2) personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the subrecipient that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.

D. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds included in the OJP-approved budget for the award, or "program income" for the award as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both--

(1) activities carried out under the award by the subrecipient; and

(2) actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

E. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the subrecipient's written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--



- (a) the Dru Sjodin National Sex Offender Public Website ([www.nsopw.gov](http://www.nsopw.gov));
- (b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- (c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this FY 2019 award, a fingerprint search (or, if the subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- (a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- (b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the subrecipient's written policies and procedures, in making a determination regarding suitability, the subrecipient must consider the current and appropriate information described in paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the subrecipient may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

- A. Withholds consent to a criminal history search required by this condition;
- B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- D. To the knowledge of the subrecipient, has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
  - (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
  - (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
  - (3) sexual exploitation, such as through child pornography or sex trafficking;

- (4) kidnapping;
- (5) voyeurism; or

E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

A. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the period of performance.

B. The subrecipient is to contact the Criminal Justice Coordinating Council with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.

C. Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

Initials \_\_\_\_\_

69. **PAC Statewide Distribution Subgrantees with Victims Compensation Advocates –**

The subgrantee agrees to: 1) Designate an Advocate to serve as the primary Compensation Advocate; 2) Ensure that Compensation Advocates attend Advanced Victims Compensation Trainings; 3) Ensure that all compensation applications submitted by the District Attorney's Offices are submitted via the Victims Comp Portal and include the police report or an investigative document (e.g. warrant, indictment, etc.); 4) Develop relationships with Law Enforcement to increase the number of Compensation applications submitted and to obtain police reports for victims of violent crimes; 5) Develop a resource list in their respective judicial circuit; 6) Monitor all incomplete applications within their judicial circuit via the Victims Comp Portal and assist with getting requested information/documentation; 7) Follow-up with victims at the request of Victims Compensation staff prior to an application being denied; 8) Submit applications for immediate family members for victims of homicide (counseling benefit); 9) Periodically review the UCR database for known restitution orders that are 5 years or older; 10) When submitting applications for victims of DUI inform/assist victims with the DUI memorial sign application; and 11) Work with the Prosecuting Attorney to request restitution for the Crime Victims Emergency Fund if money was awarded by Victims Comp, and update the restitution information in the Victims Comp Portal for that claim.

Initials \_\_\_\_\_

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

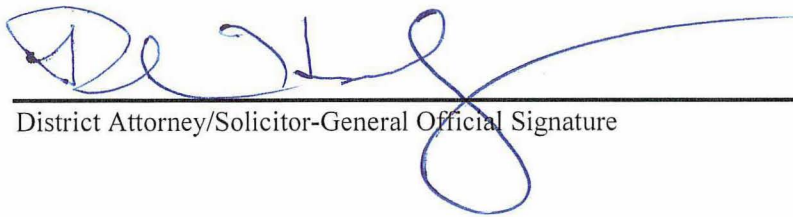
11/2/2020

Date

**ROBERT L. PITTS**  
**CHAIRMAN**

Print Authorized Official Name

Title



District Attorney/Solicitor-General Official Signature

10/28/2020

Date

Print District Attorney/Solicitor-General Official Name

Title

**Additional Requirements**

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a DUNS number, EIN, and active registration with the System for Award Management (SAM).

The County's DUNS # is 133894167  
Initials: Qs/RLP

2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: <https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf>.

Initials: Qs/RLP

3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.

Initials: Qs/RLP

4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

Initials: Qs/RLP



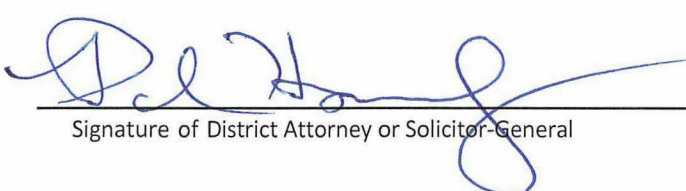
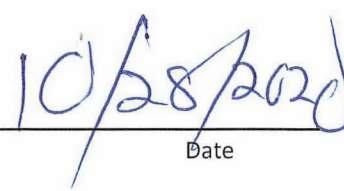
## CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

**Supplanting Definition:** Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

\_\_\_\_\_  
Printed Name of District Attorney or Solicitor-General



## FY19 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

## SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C19-8-102

## 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 2019 award.

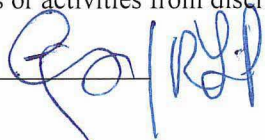
For more information and resources on the Part 200 Uniform Requirements as they relate to Office of Justice Programs (OJP) subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

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



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>.

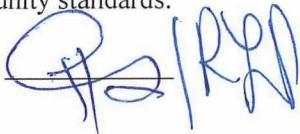
In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable 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



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



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>.

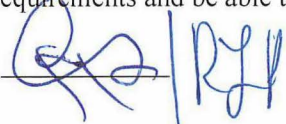
If the subgrantee is a government agency or private business, receives an award of at least \$25,000 but less than \$500,000, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP 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](mailto: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



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

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

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

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

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

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 QAS/RLL

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 QAS/RLL

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 QAS/RLL

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 QAS/RLL

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 QAS/RLL

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 QAS/RLL

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 

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 

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 

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 

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 AS/RLL

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 AS/RLL

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 AS/RLL

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 AS/RLL

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

Initials AS/RLL

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 AS/RLL

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

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

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

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

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

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

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

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 once every two years. Staff and supervisors must provide a certificate of completion as proof of attendance. Victim's Compensation 101 may also be applied toward training requirements specified by the subgrantee agency's core service requirements.

The subgrantee also agrees that all fully or partially grant-funded staff and his/her supervisor must attend an advanced Victim's Compensation training once every two years after successful completion of Victim's Compensation 101.

Initials

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

(SAR #1 not required for PAC-funded offices)

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

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

(quarterly basis for PAC-funded offices)

37. 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 

38. 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 

39. 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.
- 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.
  - 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 30<sup>th</sup>.

Initials 



40. 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 

41. 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 

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

Initials 

43. 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 

44. 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 CS/RSL

45. 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 CS/RSL

46. 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 CS/RSL

47. 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 CS/RSL

48. 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 CS/RSL

49. 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 CS/RSL

50. 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 CS/RSL

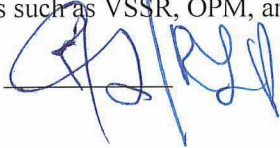
51. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

Initials CS/RSL



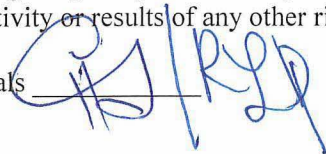
52. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials



53. 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



54. 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.

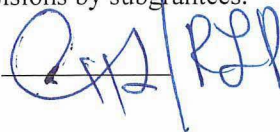
Initials



55. 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



56. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:

a. 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) for any position that is or will be funded (in whole or in part) with award funds.
- b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
  - d. Maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
  - e. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
  - f. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position that is or will be funded (in whole or in part) with award funds.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Initials 

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 #36. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting's date, time, and location.

Initials 

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 (in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Initials 



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

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

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

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

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

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

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

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

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

68. The subgrantee must comply with all requirements regarding the determination of suitability, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The subrecipient may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.E., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations

A. The subrecipient must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.

B. The subrecipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

### 3. Definitions

A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the subrecipient) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the subrecipient. Such an individual might be an employee of a subrecipient, but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

B. "Participating minor." All individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the award document are participating minors.

C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--

(1) brief contact that is both unexpected by the subrecipient and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

(2) personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the subrecipient that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.

D. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds included in the OJP-approved budget for the award, or "program income" for the award as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both--

(1) activities carried out under the award by the subrecipient; and

(2) actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

E. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the subrecipient's written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--



- (a) the Dru Sjodin National Sex Offender Public Website ([www.nsopw.gov](http://www.nsopw.gov));
- (b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- (c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this FY 2019 award, a fingerprint search (or, if the subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- (a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- (b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the subrecipient's written policies and procedures, in making a determination regarding suitability, the subrecipient must consider the current and appropriate information described in paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the subrecipient may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

- A. Withholds consent to a criminal history search required by this condition;
- B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- D. To the knowledge of the subrecipient, has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
  - (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
  - (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
  - (3) sexual exploitation, such as through child pornography or sex trafficking;



- (4) kidnapping;
- (5) voyeurism; or

E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

A. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the period of performance.

B. The subrecipient is to contact the Criminal Justice Coordinating Council with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.

C. Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

Initials \_\_\_\_\_

RLP

69. **PAC Statewide Distribution Subgrantees with Victims Compensation Advocates –**

The subgrantee agrees to: 1) Designate an Advocate to serve as the primary Compensation Advocate; 2) Ensure that Compensation Advocates attend Advanced Victims Compensation Trainings; 3) Ensure that all compensation applications submitted by the District Attorney's Offices are submitted via the Victims Comp Portal and include the police report or an investigative document (e.g. warrant, indictment, etc.); 4) Develop relationships with Law Enforcement to increase the number of Compensation applications submitted and to obtain police reports for victims of violent crimes; 5) Develop a resource list in their respective judicial circuit; 6) Monitor all incomplete applications within their judicial circuit via the Victims Comp Portal and assist with getting requested information/documentation; 7) Follow-up with victims at the request of Victims Compensation staff prior to an application being denied; 8) Submit applications for immediate family members for victims of homicide (counseling benefit); 9) Periodically review the UCR database for known restitution orders that are 5 years or older; 10) When submitting applications for victims of DUI inform/assist victims with the DUI memorial sign application; and 11) Work with the Prosecuting Attorney to request restitution for the Crime Victims Emergency Fund if money was awarded by Victims Comp, and update the restitution information in the Victims Comp Portal for that claim.

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

**ROBERT L. PITTS  
CHAIRMAN**

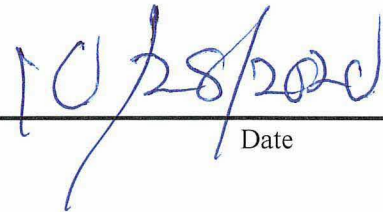
Date

Print Authorized Official Name

Title



District Attorney/Solicitor-General Official Signature



Date

Print District Attorney/Solicitor-General Official Name

Title

**Additional Requirements**

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a DUNS number, EIN, and active registration with the System for Award Management (SAM).

The County's DUNS # is

133894167

Initials:

2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: <https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf>.

Initials:

3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.

Initials:

4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

Initials:

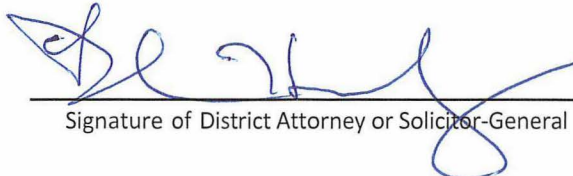

## CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

**Supplanting Definition:** Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

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Signature of District Attorney or Solicitor-General

Date

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Printed Name of District Attorney or Solicitor-General



**THE STATE OF GEORGIA  
COUNTY OF FULTON**

**KNOW ALL BY THESE PRESENT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY ATLANTA, GEORGIA, AND FULTON COUNTY, GEORGIA**

**2020 BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between FULTON COUNTY, GEORGIA, acting by and through, the Honorable Robb Pitts, Chair of the Fulton County Board of Commissioners, (hereinafter referred to as "the COUNTY") and the CITY OF ATLANTA, GEORGIA, acting by and through its Mayor, the Honorable Keisha Lance Bottoms, (hereinafter referred to as "the CITY"), both of Fulton County, State of Georgia witnesseth:

**WHEREAS**, the 2020 Byrne Justice Assistance Grant ("JAG") Program provides funding to local governments to create safer communities and improve the functioning of the criminal justice system from the U.S. Department of Justice ("DOJ"); and

**WHEREAS**, a disparity in allocated 2020 JAG funding exists between the COUNTY and the CITY, and this disparity is recognized by the U.S. Department of Justice; and

**WHEREAS**, this disparity is the result of the fiscal burden the County bears for the state mandated prosecution and incarceration of all Part One felony cases in Fulton County, and US DOJ JAG regulations require that an understanding (or agreement) be reached between the CITY and the County regarding allocated 2020 JAG funding before an application may be submitted to US DOJ; and

**WHEREAS**, this Agreement is made under the authority of Fulton County Board of Commissioners, 2020 Meeting Agenda Item No.20-0638; and Atlanta City Council Resolution No.20R4356; and

**WHEREAS**, each governing body, in performing governmental function or in paying for the performance of governmental function hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITY and the COUNTY will jointly share a total JAG grant allocation in the amount of \$425,320; and

WHEREAS, the CITY and the COUNTY agree that the CITY will apply for and administer the JAG grant on behalf of the CITY and COUNTY; and

WHEREAS, the City of Atlanta agrees to require no additional compensation for administering the JAG grant program; and

WHEREAS, the COUNTY agrees to provide to the CITY quarterly reports as required by the DOJ; and

WHEREAS, the CITY and the COUNTY agree to the allocation of funds as set out in Section 1 below; and

WHEREAS, the CITY and COUNTY find it to be in their best interests to allocate the JAG funds as described and set forth herein.

NOW THEREFORE, the COUNTY and the CITY agree as follows:

Section 1.

The CITY and the COUNTY agree to divide the total allocated JAG funds in the amount of \$425,320 in accordance with the DOJ funding formula allocation to the CITY and the COUNTY. The JAG award will be divided as follows; the CITY will retain \$318,990 and agrees to pay the COUNTY a total of \$106,330.00 of JAG funds.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by statute or the Georgia General Assembly.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by statute or the Georgia General Assembly.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; furthermore, this Agreement shall not create any rights in any party not a signatory hereto.



FULTON COUNTY GEORGIA



Fulton County Commission Chair

ATTEST:



Clerk to the Commission




APPROVED AS TO FORM:



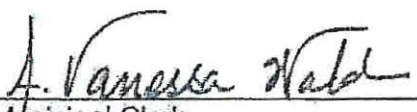
County Attorney, Office  
Supervising County Counsel



CITY OF ATLANTA, GEORGIA

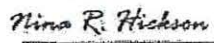
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Municipal Clerk

A. Vanessa Waldon  
Deputy Municipal Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
City Attorney