

**PROGRAM DIRECTOR AGREEMENT  
BETWEEN  
CITY OF LAWRENCEVILLE AND DR. EDWARD VALENTIN.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Dr. Edward Valentin (herein called the Program Director) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-04; and

As it benefits the Local Government to engage the Program Director to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

**1. SCOPE OF SERVICES**

**A. Local Government Responsibilities**

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Program Director as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.

**B. Program Director Responsibilities**

The Program Director will complete in a satisfactory and proper manner as determined by the Local Government tasks outlined in an attached job description to accomplish the objectives outlined therein. The Program Director will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Tasks are outlined in the attached job description.

**2. TIME OF PERFORMANCE**

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

**3. AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Program Director: Impact46

<b>Name of Representative:</b>	Edward Valentin
Title	Program Director
Mailing Address:	196 Banyon Ct
City, State, and Zip Code:	Dallas, GA 30157
Telephone Number:	770-256-7078
Email Address:	emvalen@emory.edu

B. Local Government: City of Lawrenceville

<b>Name of Representative:</b>	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

**4. BUDGET**

The Local Government will pass through to the Program Director no more than \$36,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in

writing by the Local Government and the Program Director.

## 5. **PAYMENT**

The Local Government shall reimburse the Program Director in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

## 6. **PERFORMANCE MONITORING**

The Local Government will monitor the performance of the Program Director by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Program Director within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

## 7. **GENERAL CONDITIONS**

### A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Program Director will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Program Director is an independent contractor.

### B. Hold Harmless

The Program Director will hold harmless, defend, and indemnify the Local

Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Program Director's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers' Compensation

~~The Program Director will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker's Compensation Coverage.~~

D. Insurance and Bonding

The Program Director will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Program Director shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Program Director changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments

The Local Government or Program Director may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Program Director from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Program Director materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and SAMHSA

guidelines, policies or directives as may become applicable at any time;

- ii. Failure, for any reason, of the Program Director to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Program Director to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Program Director, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

## **8. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **i. Accounting Standards**

The Program Director agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **ii. Cost Principles**

The Program Director will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

#### **iii. Duplication of Costs**

The Program Director certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

### **B. Documentation and Record Keeping**

#### **i. Records to Be Maintained**

The Program Director will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets the objectives of the project;
3. Records required to determine the eligibility of activities;
4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Program Director that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Program Director for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

iii. Audits and Inspections

~~All Program Director records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.~~

~~Any deficiencies noted in audit reports must be fully cleared by the Program Director within 30 days after receipt by the Program Director. Failure of the Program Director to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.~~

~~The Program Director that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency~~

~~audit conducted in accordance with current Local Government policy concerning Program Director audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.~~

### C. Reporting

#### i. Program Income

The Program Director will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Program Director will comply with the requirements set forth at 24 CFR 570.504.

#### ii. Periodic Reports

The Program Director, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

### D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

- i. The Program Director will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

## 9. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Conduct

i. Assignability

The Program Director will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Program Director from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Program Director will take appropriate steps to assure compliance.

The Program Director agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

~~The Program Director covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Program Director further covenants that in the performance of this Agreement, no person having such interest will be employed.~~

iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.



**10. PERFORMANCE WAIVER**

The Local Government's failure to act with respect to a breach by the Program Director does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

**11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Local Government and the Program Director for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Program Director with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Program Director have executed this Agreement as of the date and year last written below.

<b>City of Lawrenceville</b>	<b>Dr. Edward Valentin</b>
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: