

RECIPIENT AGREEMENT  
BETWEEN CITY OF LAWRENCEVILLE AND VIEWPOINT HEALTH

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and View Point Health Community Service Board (herein called Recipient) for the F.I.R.S.T. Center (herein called the Project).

As the Local Government has applied for and received a Department of Justice (DOJ) award, Unique Federal Award Identification Number (FAIN) 15PBJA-22-GG-03037-MENT, to assist in funding the Project; and

As it benefits the Local Government to engage the Recipient to accomplish the Scope of Work and the objectives of the local DOJ project;

The parties agree that:

**1. SCOPE OF SERVICES**

**A. Local Government Responsibilities**

The Local Government is responsible for administration of the DOJ Award and ensuring DOJ funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Recipient 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

- Manage the DOJ Grant funding
- Provide temporary housing for individuals that are homeless and have a touchpoint with the justice system
- Monitor and report recidivism, substance abuse, and mental health issues

**B. Recipient Responsibilities**

The Recipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Recipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Provide Clinical Manager for the project.
- Collect and report data as required by the local government
- Coordinate with Impact46 and other community partners to successfully operate the FIRST Housing CENTER as agreed upon by the Local Government and the Recipient.

**2. TIME OF PERFORMANCE**

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement. The initial term of this agreement shall be for a period of one-year, commencing on the Effective Date. This Agreement shall automatically renew for two (2) successive one-year terms (each a "Subsequent Term") at the end of the Initial Term or at the end of a Subsequent Term, unless written notice is provided by either the Local Government or the Recipient no less than 90 days prior to the end of the Initial Term or Subsequent Term (as appropriate) of such party's intention to not renew this Agreement for a Subsequent Term. The maximum length of this agreement being 3 years from the Effective Date.

### **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. Recipient:             | View Point Health Community Service Board |
| Name of Representative:   | Pej Mahdavi                               |
| Mailing Address:          | 175 Gwinnett Drive                        |
| City, State and Zip Code: | Lawrenceville, GA 30046                   |
| Telephone Number:         | 678-209-2411                              |
| E-mail Address:           | pej.mahdavi@vphealth.org                  |
|                           |   |
| B. Local Government:      | City of Lawrenceville                     |
| Name of Representative:   | Chuck Warbington                          |
| Title:                    | City Manager                              |
| Mailing Address:          | PO Box 2200                               |
| City, State and Zip Code: | Lawrenceville, GA 30046                   |
| Telephone Number:         | 770-963-2414                              |
| E-mail Address:           | chuck.warbington@lawrencevillega.org      |

### **4. BUDGET**

The Local Government will fund or pass through to the Recipient an annual amount not to exceed the amount shown in Exhibit 'A' for eligible incurred costs and expenses for the Project. Annual funding is subject to DOJ Award renewal and/or City budgetary approval and will be dispersed over a 3-year period according to the schedule shown in Exhibit 'A' subject to availability of said funds.

The Local Government may require a more detailed budget breakdown, and if requested the Recipient will provide such supplementary budget information within 30-days of written request in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget must be approved in writing by the Local Government and the Recipient.

### **5. PAYMENT**

The Local Government shall reimburse the Recipient in accordance with the payment procedures outlined in the DOJ 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 DOJ 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 Recipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with DOJ 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 Recipient within 30-days of written notice from 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 Recipient 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 Recipient is an independent contractor.

### **B. Hold Harmless**

The Recipient 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 Recipient or persons employed or utilized by Recipient in the performance or nonperformance of the services or subject matter called for in this Agreement.

### **C. Workers’ Compensation**

The Recipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

### **D. Insurance and Bonding**

Each party agrees to be responsible for the acts and / or omissions of its own agents and employees performed within the scope of employment. The Recipient, a statutorily created public corporation of the State of Georgia, cannot waive immunity conferred by the Georgia Constitution. The Recipient maintains insurance coverage through the State’s risk management plan applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the Recipient. The Recipient has no coverage applicable to third-party acts or omissions and can undertake no obligation that might create a debt on the state treasury.

E. Amendments

The Local Government or Recipient 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 Recipient from its obligations under this Agreement.

F. Suspension or Termination

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and DOJ guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient 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 Recipient, 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

1. Accounting Standards

The Recipient 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.

2. Cost Principles

The Recipient 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.

3. Duplication of Costs

The Recipient 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

1. Records to Be Maintained

The Recipient 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:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the objectives of the project;
- c. Records required to determine the eligibility of activities required for fund reimbursement;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. 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 Recipient 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 Recipient for a period of six years after final audit of the Local Government's F.I.R.S.T. project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Recipient 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 Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Any Recipient 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 Recipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

#### C. Reporting

##### 1. Program Income

The Recipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with DOJ Award 15PBJA-22-GG-03037-MENT funds made available under this Agreement. The use of program income by the Recipient will comply with the requirements set forth at 24 CFR 570.504.

##### 2. Periodic Reports

The Recipient, 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.

#### 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:

1. The Recipient will transfer to the Local Government any unused 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

##### 1. Assignability

The Recipient 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 Recipient 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 such assignment or transfer will be furnished promptly to the Local Government.

##### 2. 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 Recipient will take appropriate steps to assure compliance.

The Recipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes 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 Recipient 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 Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

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

- a. 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.
- b. 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 Recipient 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 Recipient 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 Recipient with respect to this Agreement.

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

City of Lawrenceville

View Point Health Community Service Board

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**Exhibit 'A'**

		Year 1	Year 2	Year 3	
Category	Item	Grant	Grant	Grant	TOTAL
Personnel-I46	Resident Manager	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 195,000.00
Personnel-VPH	Clinical Manager	\$ 75,100.00	\$ 75,100.00	\$ 75,100.00	\$ 225,300.00
Equipment-I46		\$ 60,000.00			\$ 60,000.00
SubAwards	Evaluator	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 9,900.00
	<b>TOTAL</b>	<b>\$203,400.00</b>	<b>\$143,400.00</b>	<b>\$143,400.00</b>	
	Grand Total				<b>\$ 490,200.00</b>
	VPH total	\$ 75,100.00	\$ 75,100.00	\$ 75,100.00	\$ 225,300.00
	I46 total	\$128,300.00	\$ 68,300.00	\$ 68,300.00	\$ 264,900.00