



GUILFORD COUNTY CONTRACT NO. 90007261 Parent Contract No.

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2025, by and between GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY SHERIFF'S OFFICE, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and MENTAL HEALTH ASSOCIATES OF THE TRIAD, hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement,

WHEREAS, the CONTRACTOR will provide evidence-based substance use disorder services for incarcerated individuals housed in the Greensboro Detention Center (201 South Edgeworth Street, Greensboro) and High Point Detention Center (507 East Green Drive, High Point) including pre-release services to refer to treatment and recovery support (BID 20265),

WHEREAS, the purpose of the program is to deliver evidence-based substance use disorder care for individuals during and after incarceration in order to increase treatment and recovery and with a goal to reduce the substance use disorder recidivism rate by 50% over the life of the agreement. Pre-release services improve reentry outcomes, reduce relapse and recidivism, and increase mental health treatment, community engagement and employment outcomes, and

WHEREAS, the CONTRACTOR has submitted a proposal to provide such services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. SERVICES.** CONTRACTOR will provide the services as set forth in the Specifications (Attachment A) and Proposal (Attachment B), attached hereto and incorporated herein by reference. All services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Proposal (Attachment B) and the Specifications (Attachment A) and/or this Contract, this Contract and/or the Specifications (Attachment A) shall prevail and control.

1.1 CONTRACTOR shall provide the following staff to perform services as set forth in Attachment A. The Guilford County Sheriff's Office has discretion to approve or disapprove of contract staff members selected by the CONTRACTOR for a position. All staff must also pass a required background check for working in the Detention Centers.

- Licensed Clinical Case Manager must be an LCSW/A or LCHMC/A who is licensed to practice in North Carolina. The person will work 40 hours a week in Greensboro and High Point providing project oversight, clinical assessments, and brief interventions to the participants in the program. This person will also be responsible for holistic comprehensive case planning, record keeping, and providing necessary information to the researcher. The Clinical Case Manager will utilize evidence-based and best practice interventions including Cognitive Behavioral Therapy, Motivational Interviewing, and Trauma-informed care, tailored to the unique needs of our diverse population. Experience in working with SMI and SUD is also highly preferred.

The budgeted amount for this position, including salary and fringe benefits, for Year 1, is \$76,800; for Year 2, is \$76,800; and for Year 3, \$19,200 (\$6400.00 per month for three (3) months = \$19,200.00) for a total of \$172,800.00 for the contract term.

- Licensed Clinical Addiction Specialist will work 40 hours per week and conduct comprehensive clinical assessments and consultations with the inmates and staff at both Detention Centers. Access to assessments and recommendations will allow client centered linkage to community services. This person will focus on inmates who are on a detox protocol but who are not participating in the MAT (Medication Assisted Treatment) program.

The budgeted amount for this position, including salary and FICA costs, for Year 1, is \$70,000; for Year 2, is \$70,000; and for Year 3, \$17,500 (\$5,833.33 per month for three (3) months = \$17,500.00) for a total of \$157,500.00 for the contract term.

- Community Health Worker must be a frontline public health worker who is a trusted member of and/or has a close understanding of the community served. There are certification levels of 1 - 4 in North Carolina. The person can meet any certification level (1 - 4). The person must have at least a High School diploma or equivalent with at least 4 years of relevant experience. Or a bachelor's degree in a related field. The person will work 40 hours a week and provide care coordination, site visits, linkage to outside agencies for referral, coordination with probation/parole, reentry, and follow-up care post release.

The budgeted amount for this position, including salary and fringe benefits for Year 1, is \$66,560; for Year 2, is \$66,560 and for Year 3, \$16,640.00 (\$5,546.67 per month for three (3) months = \$16,640.00) for a total of \$149,762.00 for the contract term.

- Qualified Mental Health Professional must hold a minimum of a bachelor's degree in a related field, and at least one year of full time, post graduate MH/DD/SAS experience with the population served, or be a substance abuse professional with one year of full time, post degree supervised experience in alcoholism and drug abuse counseling. Experience working with the justice involved is preferred. The person will work 40 hours a week and provide crisis response support, linkage to outside agencies to whom participants have been referred, care coordination, and connection to Emergency Departments and the Behavioral Health Urgent Care Center.

The budgeted amount for this position, including salary and fringe benefits for Year 1, is \$62,720; for Year 2, is \$62,720 and for Year 3, \$15,680.00 (\$5,226.67 per month for three (3) months = \$15,680.00) for a total of \$141,120.00 for the contract term.

- Certified Peer Support Specialist 1 will work 40 hours per week under the supervision of the Clinical Case Manager. The person must be trained in peer counseling, life skills, and the impact of reentry on individuals. This person will provide in-service to inmates in the Detention Centers, information and referrals, assistance with case planning and discharge planning, transportation and/or transportation coordination, other biopsychosocial needs, and ensure a warm hand-off to post release providers with an individualized plan.

The budgeted amount for this position, including salary and fringe benefits for Year 1, is \$51,200; for Year 2, is \$51,200 and for Year 3, \$12,800.00 (\$4,266.67 per month for three (3) months = \$12,800.00) for a total of \$115,200.00 for the contract term.

- Certified Peer Support Specialist 2 will work 40 hours per week under the supervision of the Clinical Case Manager. They must be trained in peer counseling, life skills, and the impact of reentry on individuals. This person will provide in service to inmates in the Detention Centers, information and referrals, assistance with case planning and discharge planning, transportation and/or transportation coordination, other biopsychosocial needs, and ensure a warm hand-off to post release providers with an individualized plan.

The budgeted amount for this position, including salary and fringe benefits for Year 1, is \$51,200; for Year 2, is \$51,200 and for Year 3, \$12,800.00 (\$4,266.67 per month for three (3) months = \$12,800.00) for a total of \$115,200.00 for the contract term.

2. PAYMENT AND PRICING. As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment B, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The Parties acknowledge and agree that all payments to CONTRACTOR are contingent upon the continued availability of federal funding for the Department of Justice Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program Grant described in paragraph 4 below. Salaries listed in this contract are for budgeting and grant administration purposes only and do not constitute a requirement or directive regarding compensation set by the CONTRACTOR.

Positions:	Salary	Salary	Salary	<u>Total</u>
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Licensed Clinical Case Manager	76,800.00	76,800.00	19,200.00	\$172,800.00
Licensed Clinical Addiction Specialist	70,000.00	70,000.00	17,500.00	\$157,500.00
Community Health Worker	66,560.00	66,560.00	16,640.00	\$149,760.00

Qualified Mental Health Professional	62,720.00	62,720.00	15,680.00	\$141,120.00
Certified Peer Support Specialist 1	51,200.00	51,200.00	12,800.00	\$115,200.00
Certified Peer Support Specialist 2	51,200.00	51,200.00	12,800.00	\$115,200.00

Other Expenses:

Mileage total for 6 employees	\$10,290.00	\$10,290.00	\$2,572.50	\$23,152.50
Office Supplies	\$3,000.00	\$3,000.00	\$750.00	\$6,750.00
Printing/Publication	\$3,000.00	\$3,000.00	\$750.00	\$6,750.00
Cell phone Allowance for 6 employees	\$1,200.00	\$1,200.00	\$300.00	\$2,700.00
Case Management Software	<u>\$6,000.00</u>	<u>\$6,000.00</u>	<u>\$6,000.00</u>	<u>\$18,000.00</u>
Total Expenses Allowed	\$23,490.00	\$23,490.00	\$10,372.50	\$57,352.50

Total Contract Amount	\$401,970.00	\$401,970.00	\$104,992.50	<u>\$908,932.50</u>
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3. **MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed **\$908,932.50**. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.
4. **SOURCE OF FUNDING AND GRANT CONDITIONS.** CONTRACTOR is bound by the terms and conditions of the Department of Justice Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (COSSUP) Grant awarded to Guilford County on behalf of the Guilford County Sheriff's Office attached hereto and incorporated herein by reference as Attachment C. Attachment C contains fifty-one (51) grant conditions (hereinafter "the Conditions") issued by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for this grant and contained in its grant award letter to the Recipient dated November 15, 2024. While the Recipient (COUNTY) must comply with all these Conditions, many also apply to the Sub-recipient (CONTRACTOR), including condition numbers 1-3, 6-7, 9, 12-13, 15-16, 18-20, 23-24, 26, 28, 29, 30-31, 34-35, 38, and 48. By executing this Contract, CONTRACTOR expressly attests that it either already complies with all 51 conditions in Attachment C or will comply with those conditions applicable to Sub-recipients.
5. **APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. §153A-13.
6. **TERM.** Unless terminated as provided herein, this Contract shall be in effect for two (2) years and three (3) months, beginning July 1, 2025, and ending September 30, 2027. This Contract may be extended contingent upon the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance granting an extension of funding for the performance period beyond September 30, 2027. COUNTY does not guarantee the availability of funding or the approval of any extension beyond September 30, 2027. Any extension shall be subject to written approval by both Parties, with the same terms and conditions herein, and contingent upon confirmation of continued Federal funding.
7. **AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

8. DELIVERABLES. As set forth in Attachment A, the purpose of the grant funded COSSUP program is to focus on law enforcement deflection and diversion, evidence based SUD treatment related to opioids, stimulants, and other illicit drugs, Medication Assisted Treatment, contingency management, motivational interviewing, harm reduction activities, recovery support, embedding social workers, peers, and persons with lived experience in order to increase their connection to treatment and recovery support services. CONTRACTOR's performance shall be measured quarterly according to the following:

Performance Measure 1. Reduce the average daily number of people being placed on the Clinical Opiate Withdrawal Scale or other detox protocols by 50%

Performance Measure 2. Reduce the recidivism rate by 51% that is directly related to SUD (Substance Use Disorder)

Performance Measure 3. Increase the identification and diagnosis of individuals with previously unrecognized mental health and/or substance use disorders among those who are incarcerated or are being released from incarceration, and ensure they are connected to appropriate treatment, recovery, and reentry support services.

9. KEY PERSONNEL. CONTRACTOR shall identify all personnel by name in Attachment D (Key Personnel) who will be involved in performing the Scope of Work in Attachment A and otherwise administering the CONTRACT. CONTRACTOR must commit all support staff to full participation in training provided through or identified by the Guilford County Sheriff's Office (GCSO). The GCSO has the discretion to approve or disapprove of staff members selected by the Awarded CONTRACTOR for the position. All applicants will participate in a panel interview and subsequently meet with the Sheriff. CONTRACTOR shall notify Guilford County of any changes to these personnel within thirty (30) days of the change.

10. LICENSES, CERTIFICATIONS, PERMITS, ACCREDITATION. CONTRACTOR shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of licensure, certification, permit or accreditation as required for their respective positions prior to providing services.

11. INITIAL IMPLEMENTATION PLAN. Within thirty (30) calendar days of full execution of this Contract, defined as the date of the last required signature, CONTRACTOR shall submit a written implementation plan to the COUNTY. This plan shall include, at a minimum, the following: (1) the name and title of the individual responsible for monthly reporting of activities and performance measures; (2) a detailed timeline for hiring of all required staff and implementing all program services; (3) the name and title of the individual responsible for providing ongoing training and supervision for staff; and (4) a description of the system(s) that will be used to securely maintain and manage program data and client information. Timely submission of this plan is a condition precedent to the release of program funds.

12. ONGOING PROGRAM REPORTING. CONTRACTOR shall submit to the COUNTY's Behavioral Health Coordinator and Grants Manager monthly reports of items listed below and provide a quarterly report summary on performance measures outlined in Attachment A. The following data will be collected and reported monthly includes but are not limited to the following items:

- Unduplicated number of individuals served
- Number of sessions with participants
- Number of referrals for treatment and recovery support
- Aggregated demographic information, race, age, and gender identity of individuals served • Explanation of expenditures
- Follow-up reports six (6) months post-release for participant status regarding relapse or recidivism, housing, and employment
- Each quarter of data will be compiled and reported to the GCSO and the State of North Carolina

QUARTERLY REPORT DEADLINES

April 10
July 10
October 10
January 10

PERIOD OF PERFORMANCE

January 1 – March 31
April 1 – June 30
July 1- September 30
October 1 – December 31

This provision shall survive the expiration or termination of this CONTRACT with respect to any reports which the CONTRACTOR is required to submit to Guilford County following the expiration or termination of this Agreement.

13. RECORDS. The CONTRACTOR shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.

The CONTRACTOR shall submit to the COUNTY a quarterly performance report and an annual status report on all program activities including a summary of the accomplishment of stated goals and objectives.

The CONTRACTOR shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the GUILFORD COUNTY Finance Department within 30 days after the audit report or nine (9) months of the CONTRACTOR's fiscal year end, whichever occurrence is first. A copy of the financial records and operations of the CONTRACTOR shall be provided at the COUNTY's discretion. The COUNTY shall be entitled to audit the financial records and operations of the CONTRACTOR.

14. TERMINATION.

TERMINATION WITHOUT CAUSE.

COUNTY may terminate this Contract without cause or penalty upon serving a thirty (30) days written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which deliverables have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY,

become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

14. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

15. EQUAL EMPLOYMENT OPPORTUNITIES. GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the State of North Carolina Equal Employment Opportunity Policy rev. April 2019, along with all other applicable federal and state laws governing equal employment opportunities.

16. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as

amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

17. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Guilford County Manager
 GUILFORD COUNTY
 P.O. Box 3427 (zip code 27402)
 301 West Market Street Greensboro,
 NC 27401

MENTAL HEALTH ASSOCIATES OF THE TRIAD
 Attention: Eric Foushee
 910 Mill Ave
 High Point, NC 27262

18. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law. The COUNTY shall not be liable or responsible for indemnifying or holding harmless the CONTRACTOR or any CONTRACTOR's employees or agents.

19. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

20. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

21. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

22. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

23. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:
All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require

that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:

CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007261**

With CONTRACTOR'S NAME: MENTAL HEALTH ASSOCIATES OF THE TRIAD

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

24. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

25. JURISDICTION and VENUE. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference within Attachment B. All actions filed under this Contract shall be filed in Guilford County Superior Court.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY ON BEHALF OF
GUILFORD COUNTY SHERIFF'S OFFICE**

**MENTAL HEALTH ASSOCIATES
OF THE TRIAD**

Victor Isler

Guilford County Manager

Date: _____

ATTEST:

Robin B. Keller

Guilford County Clerk to Board

Date: _____

Danny H. Rogers

Guilford County Department Director / Designee

Date: _____

DocuSigned by:

Eric Foushee

F94175F3711343B...

Print Name: Eric Foushee

Title: CEO

Date: 7/31/2025 | 5:46 PM PDT

ATTEST:

Signed by:

Abigail Tate

D6F8890EE10A4C9...

Witness

Print Name: Abigail Tate

Date: 8/1/2025 | 8:50 AM EDT



GUILFORD COUNTY MWBE DEPARTMENT COMPLIANCE LETTER

Date: February 24, 2025

Prepared By: Ferreli McGilvary, Compliance + Data Officer

SOLICITATION DEVELOPMENT STAGE

Project Description

Bid 20265 – Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program

Scope Review Compliance

The MWBE Department did not meet to review the scope for this bid to review the scope as this Bid is federally funded. As a result, this is the final compliance letter.

MWBE Department Established Contracting Goals Review Compliance

There is a ☒ **Goal Waiver** ☐ 1 Goal ☐ 2 Goals for this project: 0 % Established Goal and **15% Aspirational Goal**

The MWBE Department does not need to be included as a member of the evaluation team once the bid has closed.

Per the Board of Commissioners adopted MWBE Procedure Manual, Section C. Race and Gender Conscious Program Elements, 1.2.1 Approval - *All MWBE goals must be approved by the MWBE Program Director before advertising the Solicitation Documents.*

MWBE Approval to Advertise Solicitation

The MWBE ☐ Director ☒ **Deputy Director**, Maria Miles has approved the subject solicitation for advertisement. The remainder of this document will be completed for final compliance before contract award once the Department submits its Recommendation of Award. The MWBE Department shall be included on the Evaluation Team for this Bid.

X Maria Miles

Maria Miles, Deputy Director, Feb 24, 2025 15:51 EST

Maria Miles

Deputy Director


Bid 20265 - Final Compliance Letter

Final Audit Report

2025-02-28

Created:	2025-02-27
By:	Ferrel McGilvary (fmcgilvary@guilfordcountync.gov) Signed
Status:	CBJCHBCAABAACP9GrV07FlkDfy9DBJHke_uwbetooS
Transaction ID:	

"Bid 20265 - Final Compliance Letter" History

-  Document created by Ferrel McGilvary (fmcgilvary@guilfordcountync.gov)
2025-02-27 - 4:45:42 PM GMT
-  Document emailed to Maria Miles (mmiles2@guilfordcountync.gov) for signature
2025-02-27 - 4:45:47 PM GMT
-  Email viewed by Maria Miles (mmiles2@guilfordcountync.gov)
2025-02-28 - 9:51:08 PM GMT
-  Document e-signed by Maria Miles (mmiles2@guilfordcountync.gov)
Signature Date: 2025-02-28 - 9:51:39 PM GMT - Time Source: server
-  Agreement completed.
2025-02-28 - 9:51:39 PM GMT

Request for Proposals

For

**Grant Funded Comprehensive Opioid Stimulant
and
Substance use Site-Based Program**

Bid Number: 20265

Commodity Code(s):
91803, 95206, 95205, 95206, 95207, 95285, 95868,
95221, 95212, 95856

Guilford County Purchasing Department
Guilford County Katie S. Cashion Center, Basement-Suite 072
201 South Greene Street
Greensboro, NC 27401

PROPOSAL SCHEDULE

(Note: The dates below are subject to change)

Request for Proposal
for
**Grant Funded Comprehensive Opioid Stimulant
And
Substance Use Site-Based Program**

Bid Number 20265

Advertisement Date	March 6, 2025
Non-Mandatory Pre-Proposal ZoomGov Meeting	March 13, 2025, at 10:00 A.M., Eastern Time
Last Day for Questions	March 20, 2025, at 2:00 P.M., Eastern Time
Proposal Due Date	March 31, 2025, at 2:00 P.M., Eastern Time

I. Introduction

The Guilford County Purchasing Department is soliciting proposals from qualified firms to provide evidence-based substance use disorder services for incarcerated individuals in the two County Detention Centers as listed below. These include services after release in order to increase the connection to treatment and recovery support services. The purpose of the project is to reduce the recidivism rate of these individuals by 50% over a three-year period. The County invites all interested and qualified firms who meet the requirements below to submit a response to this RFP.

Greensboro Detention Facility (Jail Central)
High Point Detention Center

201 South Edgeworth Street, Greensboro, NC
507 East Green Drive, High Point, NC

II. General Information

A non-mandatory Pre-Proposal ZoomGov Meeting will be held on March 13, 2025, at 10:00 A.M., as instructed below. You may join the ZoomGov Meeting from your computer, tablet or smartphone

For the best results, use Chrome as your web Brower:

<https://www.zoomgov.com/j/1610694633?pwd=paj4mpKaexRzaD6TDdsnA7jPzMofHu.1>

Meeting ID: 161 069 4633
Passcode: 263724

One tap mobile
+16692545252,,1610694633# US (San Jose)
+16469641167,,1610694633# US (US Spanish Line)

Dial by your location
• +1 669 254 5252 US (San Jose)
• +1 646 964 1167 US (US Spanish Line)
• +1 646 828 7666 US (New York)
• +1 415 449 4000 US (US Spanish Line)
• +1 551 285 1373 US (New Jersey)
• +1 669 216 1590 US (San Jose)

Meeting ID: 161 069 4633
Find your local number: <https://www.zoomgov.com/u/abWFp0zwUp>

Join by SIP
• 1610694633@sip.zoomgov.com

Join by H.323
• 161.199.138.10 (US West)
• 161.199.136.10 (US East)

Terms of Contract

The selected Provider will enter into a contract with the County as outlined in this RFP for three (3) years.

A. Causes for Cancellation and/or Termination

1. That the contract was secured by a fraudulent act, statement or material fact or that a fact concerning the firm was not disclosed at the time of the contract award, if known and would have caused the refusal to enter into a contract by the County.

2. The Provider has not complied with all the provisions and requirements set forth in the Request for Proposal or the contract with the County. If non-compliance occurs, the contract may be revoked and will not be reinstated during the current contract cycle.
3. The Provider has violated any of the regulations established by the Federal and State laws.
4. Either party may terminate the agreement for any reason without penalty upon thirty (30) days written notice to the other party.

B. No bid deposit or performance bonds are required

C. Funding Source: Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of the funding award.

D. Compliance by Awarded Provider: The awarded Provider (s) shall comply with all applicable federal laws, regulations, executive orders, specifically 2 CFR, Part 200, and the terms and conditions of the funding award. In addition, Provider (s) providing submittals shall be responsible for complying with state law and local ordinances.

III. Bid Requirements for Electronic Events

1. All Respondents who plan to submit a proposal must register in the Guilford County's Vendor Self Service (VSS) System. Instructions to register as a Vendor, update registration and submitting bids are available at: <https://www.guilfordcountync.gov/our-county/purchasing/vendor-self-service-vss-program>.
2. Electronic responses should be made through Guilford County's Vendor Self Service automated bidding system at: <https://guilfordcountync.munisselfservice.com>. **For best results, use Chrome as your web Browser.** Click on Vendor Self Service and use the arrow button in the top righthand corner to Login and submit your bid response. Click on the Bid Number to open it, then Click on Create Bid and follow the instructions for each tab. All responses must be submitted electronically by the event date and close time. There will be **NO EXCEPTIONS**. The system cannot accept late submittals.
3. All questions pertaining to this RFP must emailed to the Guilford County Purchasing Department at DG_Purchasing@guilfordcountync.gov in accordance with this event schedule. The bid number and title of the project must be referenced in the email. Each question asked will be answered for all Respondents to view by way of an Addendum and posted in the automated bidding system. No question will be considered after the Q&A close date and time. **NO EXCEPTIONS**. Please note it is the Respondent's responsibility to review all questions, answers and attachments prior to submitting their response.
4. Respondents are strongly encouraged to submit their proposal with all required documentation at least twenty-four (24) hours in advance. The County will not be responsible for any technical difficulties that may arise and result in the inability to submit.
5. Respondents are responsible for checking the event for any addendums prior to completion and submission of their response. Addendum acknowledgement and requirements, if any, must be included in each submittal.
6. To complete the items portion of a submittal in Vendor Self Service, open the items tab to enter pricing for each line. Use the provided line description, unit of measure and quantity to complete the entries for each line. Upload all additional documentation required in the RFP document as an attachment(s) to your response.
7. To complete an electronic submittal, be **sure to click the "Submit Bid" button**. Your response will not be part of the submitted responses until submitted via the "Submit Bid" button.

8. To receive future notification, you must be registered as a Vendor in the Guilford County's Vendor Self Service System under Commodity Code 91803, 95206, 95207, 95285, 95868, 95221, 95212& 95856.

Please note, Vendors registered under the selected commodity code prior to the opening of this event will receive electronic notification(s) of the activity regarding changes made to the event; however, it is your responsibility to view the event for changes and updates.

IV. Minority and Women Business Enterprise (MWBE) Requirements

One primary responsibility of the County is the proper use of public revenue to purchase the various items, services, construction and repairs needed to operate. All expenditures of County funds must be in accordance with the North Carolina laws. The responsibilities of auditing and compliance with this law is that of the awarding authority, which in this case is the County.

On March 5, 1990, the County established its verifiable minority participation goal of ten (10) percent. In February 2017, Guilford County Board of Commissioners established a standing aspirational MWBE participation goal of fifteen percent (15) percent, as recorded in the approved meeting minutes. The aspirational MWBE goal for this project is fifteen percent (15%). Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers. Respondents must make good faith efforts to contact minority businesses to allow each an equal opportunity to quote on the particular work involved. Any proposal that does not include MWBE information and documentation may be considered non-responsive.

A minority business is defined as ownership of 51% or more by a minority. Minorities are officially defined as:

- (a) Black, that is, a person having origins in any of the black racial groups in Africa;
- (b) Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, in South or Central America, or the Caribbean Islands, regardless of race;
- (c) Asian American, that is, a person with origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- (d) American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- (e) Female.

V. Evaluation and Selection Process

An Evaluation Committee will have responsibility for reviewing and evaluating all proposals and required documents submitted in response to this RFP. All proposals properly submitted and received will be evaluated against the award criteria outlined in this RFP. The absence of required information may result in exclusion of the proposal from further analysis or evaluation.

The County reserves the right to reject all proposals or waive technicalities in order to award a contract, which may be determined to be in the best interest of the County. The County also reserves the right to make the award in whole or part. The County reserves the right to include outside consultants to assist in the evaluation process.

VII. Award Criteria

It is the intent of Guilford County to make an award to multiple Providers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Price shall be considered but shall not be the sole determining factor.

Once the proposals are ranked and the most qualified Provider(s) are determined, the County may conduct further negotiations, and/or request presentations from Provider(s) to further assist in the clarification of information and selection process. ***An award of a bid is not an acceptance of contract terms provided by Vendor unless expressly accepted by County.***

The Evaluation Committee will be guided by the following point system, which has 90 points as the maximum total:

Category	Points
Experience/Qualifications/References	0 to 35
Technical/Work Requirements	0 to 35
Cost Proposal/Pricing	0 to 10
Staffing Requirements	0 to 10
Financial Stability	Pass/Fail
Possible Total	90

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**PROJECT TITLE: Grant Funded Comprehensive Opioid Stimulant and Substance Use Site-Based Program
SCOPE OF WORK**

This Bid and Scope of Work cover the requirements for services to be performed and will become an integral part of the contract between Guilford County and the Provider. The Provider must comply with the Scope of Work as outlined. All services shall be provided in a competent, workmanlike and professional manner acceptable to the County.

- 1.0 **Purpose:** The purpose and intent of the Request for Proposal (RFP) is to solicit proposals from qualified firms to provide contracted staff to the County Detention Centers. These staff will deliver evidence-based substance use disorder care for individuals during and after incarceration in order to increase treatment and recovery and reduce the recidivism of these individuals. Pre-release services improve reentry outcomes, reduce relapse and recidivism, and increase mental health treatment, community engagement and employment outcomes.

- 2.0 **Background:** The Comprehensive Opioid Stimulant and Substance Use Site-Base program “COSSUP” Grant is a Federally funded grant for three (3) years. It focuses on law enforcement deflection and diversion, evidence-based SUD treatment related to opioids, stimulants, and other illicit drugs, Medication Assisted Treatment, contingency management, motivational interviewing, harm reduction activities, recovery support, embedding social workers, peers, and persons with lived experience in order to increase their connection to treatment and recovery support services. The goal of the program is to reduce the average daily number of people being placed on the Clinical Opiate Withdrawal Scale or other detox protocols by 50%.

- 3.0 **Work Requirements**
 - 3.1 **The Licensed Clinical Case Manager** must be an LCSW/A or LCHMC/A who is licensed to practice in North Carolina. The person will work 40 hours a week in Greensboro and High Point providing project oversight, clinical assessments, and brief interventions to the participants in the program. This person will also be responsible for holistic comprehensive case planning, record keeping, and providing necessary information to the researcher. The Clinical Case Manager will utilize evidence-based and best practice interventions including Cognitive Behavioral Therapy, Motivational Interviewing, and Trauma-informed care, tailored to the unique needs of our diverse population. Experience in working with SMI and SUD is also highly preferred. The budgeted amount for this position including salary and fringe benefits is \$76,800 per year for three years for a total of \$230,400.

 - 3.2 **The Licensed Clinical Addiction Specialist** will work 25 hours per week and conduct comprehensive clinical assessments and consultations with the inmates and staff at both Detention Centers. Access to assessments and recommendations will allow client centered linkage to community services. This person will focus on inmates who are on a detox protocol but who are not participating in the MAT program. The budgeted amount for this position, including salary and FICA costs, is \$36,541 per year for three years for a total of \$109,623.

 - 3.3 **The Community Health Worker** must be a frontline public health worker who is a trusted member of and/or has a close understanding of the community served. There are certification levels of 1 – 4 in North Carolina. The person can meet any certification level (1-4). The person must have at least a High School diploma or equivalent with at least 4 years of relevant experience. Or a Bachelor’s degree in a related field. The person will work 40 hours a week and provide care coordination, site visits, linkage to outside agencies for referral, coordination with probation/parole, reentry, and follow-up care post release. The budgeted amount for this position including salary and fringe benefits is \$66,560 per year for three years for a total of \$199,680.

 - 3.4 **The Qualified Mental Health Professional** must hold a minimum of a Bachelor’s degree in a related field, and at least one year of full time, post graduate MH/DD/SAS experience with the population served, or be a substance abuse professional with one year of full time, post degree supervised experience in alcoholism and drug abuse counseling. Experience working with the justice involved is preferred.

The person will work 40 hours a week and provide crisis response support, linkage to outside agencies to whom participants have been referred, care coordination, and connection to Emergency Departments and the Behavioral Health Urgent Care Center. The budgeted amount for this position including salary and fringe benefits is \$62,720 per year for three years for a total of \$188,160.

- 3.5 **Certified Peer Support Specialist 1** will work 40 hours per week under the supervision of the Clinical Case Manager. The person must be trained in peer counseling, life skills, and the impact of reentry on individuals. This person will provide in-service to inmates in the Detention Centers, information and referrals, assistance with case planning and discharge planning, transportation and/or transportation coordination, other biopsychosocial needs, and ensure a warm hand-off to post release providers with an individualized plan. The budgeted amount for this position, including salary and fringe benefits, is \$51,200 per year for three years for a total of \$153,600.
- 3.6 **Certified Peer Support Specialist 2** will work 40 hours per week under the supervision of the Clinical Case Manager. They must be trained in peer counseling, life skills, and the impact of reentry on individuals. This person will provide in-service to inmates in the Detention Centers, information and referrals, assistance with case planning and discharge planning, transportation and/or transportation coordination, other biopsychosocial needs, and ensure a warm hand-off to post release providers with an individualized plan. The budgeted amount for this position, including salary and fringe benefits, is \$51,200 per year for three years for a total of \$153,600.
- 3.7 Awarded providers must commit to full participation by contract staff in training provided through or identified by the Guilford County Sheriff's Office.
- 3.8 Mileage reimbursement at a rate of 70 cents per mile will be available for contract staff traveling between the detention centers in Greensboro and High Point.
- 3.9 Cell phone use reimbursement in the amount of \$50 per quarter for contract staff will be provided.
- 3.10 The Guilford County Sheriff's Office has the discretion to approve or disapprove of contract staff members selected by the Awarded provider for a position. All applicants will participate in a panel interview and subsequently meet with the Sheriff. They must also pass a required background check for working in the Detention Centers.
- 4.0 **Schedules/Timelines:** The period of performance commences at the onset of the contract for three (3) years. Monthly reporting will be required of activities and performance measures as defined by the Behavioral Health Coordinator and the GCSO Grants Manager. These measures will include but are not limited to an unduplicated client count by race/ethnicity, number of sessions with participants, number of referrals to community-based MAT programs, follow-up reports six (6) months post release for status regarding relapse, recidivism, housing, and employment.

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QUALIFICATIONS AND SUBMISSION REQUIREMENTS

In order to facilitate the analysis of responses to this RFP, all Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. To be considered for selection, upload your proposed package into the County's Vendor Self Service System and submit all required supplemental information electronically. Proposals should be prepared as simple as possible and provide a straightforward, concise description of the Respondents' capabilities to satisfy the requirements of the RFP. All pages in your response shall be properly formatted and provide the following basic information:

Failure to return all required supplemental information and attachments as outlined in Tabs 1 - 7 may result in a Provider being deemed non-responsive.

Tab 1: Cost Proposal and Attachments

To complete the Items portion of a submittal in Vendor Self Service, open the Items tab to enter pricing for each line. In addition, be sure to download and complete the Cost Proposal Form - **Attachment 1** back in the system to your online response. Should there be any discrepancy between the Cost Proposal Form-Attachment 1 and the submission of pricing entered in the items portion of Guilford County's Vendor Self Service automated bidding system, the online submission of pricing shall prevail and control. Therefore, please review your pricing information carefully prior to submission.

Tab 2: Executive Summary

This section of the response to the RFP should be limited to a brief narrative highlighting the Provider's proposal. Within this section, the Provider should highlight briefly their abilities and inabilities upon the requirements requested.

Tab 3: Provider's Qualifications

Complete the Provider Qualifications Form - **Attachment 2** to provide specific information as requested and upload as an attachment to your response.

Tab 4: Proposed Services to be Provided

The Provider shall present, in detail, features and capabilities of their proposed services to be provided. The Provider should state what implementation services will be provided, processes, control points and time frames for the on-going services. In addition, please describe all the services that their company provides. If other ancillary services are available that may be deemed pertinent to the process, please describe them in full detail.

Tab 5: References

Utilize the References Form – **Attachment 3** to provide a listing of references to include phone numbers and contact names.

Tab 6: MWBE Participation Requirements

Submit information about participating MWBEs on the MWBE Affidavit forms provided with this RFP. Utilize the MWBE Affidavit Forms - **Attachment 4**

Documents to provide with the bid proposal – Under North Carolina General Statutes (N.C. GS 143-128.2 (c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the contract that will be performed by the minority businesses. There is a MWBE Goal Waiver for this RFP, participation is still encouraged. **If there are no identified opportunities, indicate 0 or N/A on MWBE Forms #1 and #2.**

Submit Forms #1-Minority Business Participation and #2-Minority Outreach Call Log.
Forms #1 & 2 must be submitted with the proposal

Tab 7: Other Bid Event Forms

Please download to complete, sign and date the attached forms. Be sure to upload the forms back in the system to your online response. If no Addendum was issued, please indicate N/A for Not Applicable on the Addendum form.

W-9 Form - **Attachment 5**

Addendum Acknowledgement Form - **Attachment 6**

Non-Collusion Affidavit - **Attachment 7**

Affidavit of Compliance (E-Verify) - **Attachment 8**

Tab 8: Other Attachments

Please refer to the following attachments for information purpose only:

- Basic Insurance Requirements
- Federal Contract Provisions
- Sample Contract

(Note: An award of a bid is not an acceptance of the contract terms provided by vendor unless expressly accepted by County)

- RFP Proposal Checklist

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Addendum #1: (Bid 20265) Non-Mandatory ZoomGov Meeting
Grant Funded Comprehensive Opioid Stimulant and Substance Use Site-Based Program

Online ZoomGov Meeting, March 13, 2025, 10:00 AM

Name	Company	Email
Christol Murphy	Guilford County Purchasing	cmurphy@guilfordcountync.gov
Chrystal Braswell	Guilford County Purchasing	cbraswell3@guilfordcountync.gov
Williette Moore	Guilford County Purchasing	wmoore2@guilfordcountync.gov
Olga Wright	Guilford County Purchasing	owright@guilfordcountync.gov
Wayne Abraham	Guilford County Sheriff	wabraham@guilfordcountync.gov
M. Heath Guy	Guilford County Sheriff	mguy@guilfordcountync.gov
Porcha Lee	Guilford County Sheriff	plee@guilfordcountync.gov
LaKisha Ellison	Guilford County Sheriff	lellison@guilfordcountync.gov
Shawn Parker	Media Treatment of the Carolina	Shawn.paker@cmgllp.com
Jackie Butler	Alcohol & Drug Services (ADS)	jbutler@adsyes.org
April Thompson	A Joyous Transition Inc	ajoyoustransitioninc@yahoo.com

Tammy Vaughan	Grace Point Recovery Services LLC	info@gracepointrecovery.com
Erica Burns	A Joyous Transition Inc.	ajoyoustransitioninc@yahoo.com
Jeremy Wilson		
Eric Foushee	Mental Health Associates of the Triad	efoushee@mha-triad.org

Addendum #2 - (Bid 20265) Bidder Questions**Grant Funded Comprehensive Opioid Stimulant & Substance Use Site- Based Program**

1. Finding LCAS is very difficult in the Greensboro/High Point market. As part of our Opioid/SUD Strategy, Monarch is designing an incentive and training program for our current therapists to obtain an LCAS. Would you accept an LCAS-A under supervision for their 300 hours? **We are interested in a fully licensed LCAS who can work with minimal support and supervision. This project would be challenging for a newly licensed professional. This sound like they will be looking at a new addictions professional, and while I will not say no, I would have clinical reservations.**

2. Do you allow the administration of MOUD medications? If not, would you be willing to grant an exception for a provider to administer MOUD treatment at no additional cost? **MAT services are covered under the contract with WellPath. An exception would not be a simple request, in this case.**

Proposal Narrative: COSSUP

Executive Summary:

MHA

ADS

AJT

Mental Health Associates of the Triad, Alcohol & Drug Services & A Joyous Transition will partner to address the opioid crisis in our region and two county detention centers.

According to the North Carolina Department of Health and Human Services, from 2018 to 2022 Guilford County had an 85% increase in the number of opioid overdose deaths.

The current U.S. Census population estimate for Guilford County is 549,866.

The aim is to reduce the current recidivism rate of 51% that is directly related to substance use disorder (SUD).

The grant project proposal implementation includes a Clinical Case Manager, two Certified Peer Support Specialists with mental health and substance abuse experience, one part-time Licensed Clinical Addictions Specialist, two Qualified Professional Community Health Workers, and a part-time Graduate Assistant Intern. These staff members will work in both Greensboro and High Point at the two Detention Centers, the two Courthouses, and at the agency which houses them.

In 2021 Guilford County had the distinction of being the North Carolina County with the highest number of Opioid overdose deaths. The state overdose death rate in

that year was 39 out of 100,000 people. Guilford County's rate was 46 out of every 100,000 people. A grim statistic. The overdose emergency department visit rate in North Carolina was 161 out of 100,000 people in 2022. The overdose emergency department visit rate in Guilford County was 182 out of 100,000 people, representing 980 emergency department visits by Guilford County residents for overdose that year.

According to the North Carolina Department of Health and Human Services from 2018 to 2022 the county had an 85% increase in the number of overdose deaths.

The overdose death rate from illicit drug involvement in 2021 in Guilford County was 76 out of 100 overdose deaths. This places Guilford County in the High range among North Carolina counties. According to the NCDHHS, Division of Public Health, from 2017 through 2021 the statewide average for medication and drug overdose deaths was 27.6 per 100,000 residents, while Guilford County's average was 29.6 per 100,000 residents.

Guilford County's current population statistics are as follows: population of 549,866, with 47% Male, 53% Female, 36% Black, 54% White, 6% Asian, 4% Other. 7.5% of the population is without health care coverage, 17% of the population lives in poverty.

Guilford County has two jails, one in the City of Greensboro and one in the City of High Point. The average daily population in the Greensboro Detention Center is 650, while the average in High Point is 250. On average these combined sites have 30 people a day on a Clinical Opioid Withdrawal protocol.



COST PROPOSAL FORM

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the Guilford County.

TOTAL PROPOSED COST

The annual grant limit for Comprehensive Opioid Stimulant Services Use Site-Based Program (COSSUP) is \$345,021.00

COSSUP Treatment Services – Year 1 \$ _____

COSSUP Treatment Services – Year 2 \$ _____

COSSUP Treatment Services – Year 3 \$ _____

Should there be any discrepancy between this Cost Proposal Form and the submission of pricing entered in the Items portion of Guilford County's Vendor Self Service automated bidding system, the online submission of pricing shall prevail and control.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature:

Name

Title

Firm Name



REVISED COST PROPOSAL FORM

To whom this may concern:

Please see the attached modified cost proposal for consideration and summary below:

1. Mileage reimbursement for travel between the detention centers and other tasks at the GSA rate of .70 per mile, for a total per year of \$10,290.
2. General Office Supplies: \$3,000 a year
3. Printing/Publication: \$3,000 a year
4. Cellphone use reimbursement: \$1,200 a year
5. Case Management Software: \$6,000 a year
6. The Licensed Clinical Addiction Specialist's salary is revised from \$36,541.00/year (part-time) to \$70,000/year (full-time).

Best Regards,

Dr. Eric Foushee, CEO
Mental Health Associates of the Triad

GUILFORD COUNTY, NORTH CAROLINA

Request for Comprehensive Stimulant & Substance Use Site-Based Program Provider QUALIFICATIONS

Information about the Supplier

- I. Firm Name Mental Health Associates of the Triad
- II. Legal Name (if different) _____
- III. Years in Business 58
- IV. Number of years providing similar services 58
- V. Contact Person Eric Foushee
- VI. Full Mailing Address PO Box 5693 High Point NC 27262
- VII. Telephone Number 3368222827
- VIII. Fax Number 3368834015
- IX. Email address of contact person efoushee@mha-triad.org
- X. Number of full time employees 15
- XI. Name and experience of proposed point of contact for this project

Eric Foushee, Ph.D. over 23 years of providing mental health and substance abuse services in North Carolina. Born and raised in Greensboro, NC

GUILFORD COUNTY, NORTH CAROLINA**Request for Comprehensive Stimulant & Substance Use Site-Based Program
Provider QUALIFICATIONS****Information about the Supplier**

- I. Firm Name Caring Services, Inc.
- II. Legal Name (if different) n/a
- III. Years in Business 31
- IV. Number of years providing similar services 31
- V. Contact Person Teresa Hinkle
- VI. Full Mailing Address 102 Chestnut Drive, High Point, NC 27262
- VII. Telephone Number 336-886-5594
- VIII. Fax Number 336-886-4160
- IX. Email address of contact person thinkle@caringservices.org
- X. Number of full time employees 13
- XI. Name and experience of proposed point of contact for this project

The point of contact for this project at Caring Services is Teresa Hinkle. Teresa is an accomplished LCSW and LCAS with more than 15 years of experience in treating those with mental health and substance use disorders. She is highly organized program manager with eight years of executive management and supervision experience.

GUILFORD COUNTY, NORTH CAROLINA

Request for Comprehensive Stimulant & Substance Use Site-Based Program Provider QUALIFICATIONS

Information about the Supplier

- I. Firm Name Alcohol Drug Services of Guilford, Inc. (ADS)
- II. Legal Name (if different) NA
- III. Years in Business 30 years
- IV. Number of years providing similar services 30 years
- V. Contact Person Jackie Butler
- VI. Full Mailing Address 119 Chestnut Drive, High Point, NC 27262
- VII. Telephone Number 336 882-2125 ext. 228 or 336 266-7352
- VIII. Fax Number 336 882-8153
- IX. Email address of contact person jbutler@adsyes.org
- X. Number of full time employees 56
- XI. Name and experience of proposed point of contact for this project

Jackie Butler

Ms. Butler has worked in the field of substance use disorder treatment since 1985. Ms. Butler is a certified alcohol and drug counselor and a certified clinical supervisor.

Executive Summary:

Mental Health Associates of the Triad is a 501c (3) non-profit organization established in 1967. MHA of the Triad is a comprehensive outpatient mental health provider that has partnered with Guilford County Sheriff's office and the courts since 2012. We currently work with justice involved individuals in both High Point and Greensboro detention facilities. Mental Health Associates of the Triad offers multiple programs to help justice involved individuals, and their families thrive.

Alcohol and Drug Services (ADS) is a local non-profit organization that promotes health and wellness through the provision of high-quality substance use services to members of our community impacted by addiction. ADS provides prevention and early intervention services, education, individual and group counseling, medical and psychiatric care to individuals and families. This year ADS celebrates thirty years of commitment to transforming lives through our work.

Caring Services has been providing substance use and transitional housing support for over 30 years and offers a holistic continuum of care to individuals who are ready to make a commitment to their recovery from mood-altering substances. The program provides the much-needed **bridge** between the devastation of addiction and a successful return to family and society as a clean, sober, and productive community member. Caring Services team of substance abuse professional's leverages lived experience, cultural competence, and collaborative partnerships to deliver trauma-informed care that fosters trust, dignity, and lasting transformation.

FORM #1
Minority Business Participation
Attach To Bid/Proposal

I, N/A
 (Name of bidder/proposer)

do hereby certify that on this project, we will use the following HUB-certified minority business enterprises as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address and Phone#	Work Type	*Minority Certification	Ethnicity	Amount	Percent
TOTAL					

* HUB Certification with the NC State HUB Office as an MBE or WBE is required to be counted toward state participation goals.

The total dollars on which minority business participation is calculated** (\$) N/A

The total value of minority business contracting will be** (\$) N/A

The total percentage of minority participation is** (%) N/A

**** All calculations are based on the total base bid/proposal amount**

FORM #2
Minority Outreach Call Log
 Attach To Bid/Proposal

 Project N/A

Prime Contractor: _____

Use additional sheets as are necessary

Company Name Address & Phone		Date	Time	Diversity Category	Trade	Comment	Follow Up
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							

Attachment 6

ADDENDUM ACKNOWLEDGEMENTGrant Funded Comprehensive Opioid Stimulant and Substance Use Site-Based Program

Title of Project

20265

Bid Number

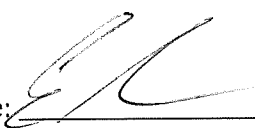
Receipt of the following Addendum is acknowledged:

Failure to acknowledge an addendum may result in a Respondent being deemed non-responsiveAddendum no. 1 Date 3/13/25Addendum no. 2 Date 3/20/25

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Signature: Date: 3/24/25Title CEOMental Health Associates of the Triad

Name of Firm

NON-COLLUSION AFFIDAVIT

STATE OF (North Carolina)

() SS.

COUNTY OF (GUILFORD)

I, ERIC Foushee, of MENTAL HEALTH ASSOCIATES OF THE TRIAD, In the County of GUILFORD and the State of NORTH CAROLINA, of full age, being duly sworn according to law on my oath depose and say that:

I am ERIC Foushee, of the firm of MENTAL HEALTH ASSOCIATES OF THE TRIAD, making the Proposal for the above- named authority.

My submission of a response to this event certifies that I agree to the non-collusion agreement contained below:

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price, or cost to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

MENTAL HEALTH ASSOCIATES OF THE TRIAD
(Name of Contractor)

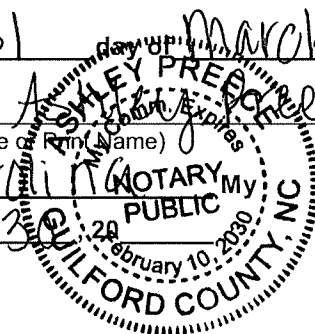
[Signature] ERIC Foushee CEO 3/27/25
Signature (Type or Print Name) Title Date

Subscribed and sworn to before me on this 31 day of March, 2025.

Ashley Preece Ashley Preece
Signature (Type or Print Name)

Notary Public of the State of North Carolina

Commission expires February 10, 2030



NON-COLLUSION AFFIDAVIT

STATE OF (North Carolina)

() SS.

COUNTY OF (Guilford)

I, Ron C. Rau, Jr., of Alcohol and Drug Services of Guilford, Inc., In the County of Guilford and the State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am Ron C. Rau, Jr. of the firm of Alcohol and Drug Services of Guilford, Inc. making the Proposal for the above- named authority.

My submission of a response to this event certifies that I agree to the non-collusion agreement contained below:

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price, or cost to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

Alcohol and Drug Services of Guilford, Inc.
(Name of Contractor)

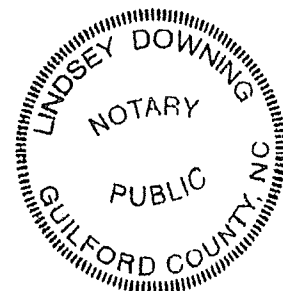
Ron C. Rau, Jr. President & CEO 3/28/2025
Signature (Type or Print Name) Title Date

Subscribed and sworn to before me on this 28th day of March, 2025.

Lindsey Downing
Signature (Type or Print Name)

Notary Public of the State of North Carolina

My Commission expires June 25, 2025



NON-COLLUSION AFFIDAVIT

STATE OF (North Carolina)

() SS.

COUNTY OF (Guilford)

I, Teresa Hinkle, of Caring Services, Inc.In the County of Guilford and the State of North Carolina, of full age, being duly sworn according to law on my

oath depose and say that:

I am Executive Director, of the firm of Caring Services, Inc., making the Proposal for the above-named authority.

My submission of a response to this event certifies that I agree to the non-collusion agreement contained below:

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price, or cost to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

Caring Services, Inc.

(Name of Contractor)

Teresa Hinkle

Signature

Teresa Hinkle

(Type or Print Name)

Executive Director

Title

3/31/2025

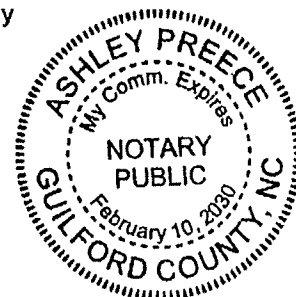
Date

Subscribed and sworn to before me on this March day of 31, 2025.Ashley Preece

Signature

Ashley Preece

(Type or Print Name)

Notary Public of the State of North Carolina MyCommission expires February 10, 2030

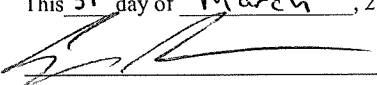
STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

AFFIDAVIT

I, Eric Foushee (the individual attesting below), being duly authorized by and on behalf of
MENTAL HEALTH ASSOCIATES OF THE TRIAD (the responding entity hereinafter "Employer") after first being duly sworn hereby
swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES ☒; or,
 - b. NO ☐
4. Employer's subcontractors comply with E-Verify, and if Employer is awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

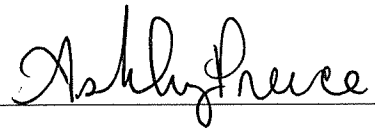
This 31 day of March, 20 25.

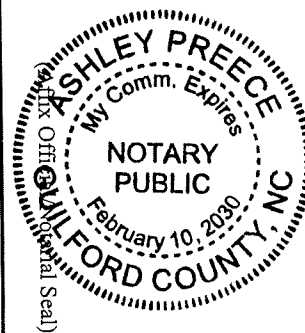

Signature of Affiant

Print or Type Name: Eric Foushee State of
North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the 31
day of March, 20 25

My Commission Expires:

Feb. 10, 2030 
Notary Public



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

I, Teresa Hinkle (the individual attesting below), being duly authorized by and on behalf of
Caring Services, Inc. (the responding entity hereinafter "Employer") after first being duly sworn hereby
 swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO ✓
4. Employer's subcontractors comply with E-Verify, and if Employer is awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 31 day of March, 2025.

Teresa Hinkle

Signature of Affiant

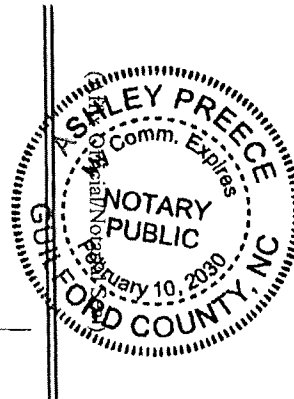
Print or Type Name: Ashley Preece State of
North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the 31
 day of March, 2025

My Commission Expires:

February 10, 2030 Ashley Preece

Notary Public



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

I, Ron C. Rau, Jr. (the individual attesting below), being duly authorized by and on behalf of

ALCOHOL AND DRUG SERVICES OF GUILFORD, INC. (the entity bidding on project hereinafter

"Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §6425(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES X ; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 28th day of March, 2025

Signature of Affiant Ron C. Rau, Jr.

Print or Type Name: Ron C. Rau, Jr.

State of North Carolina County of Guilford

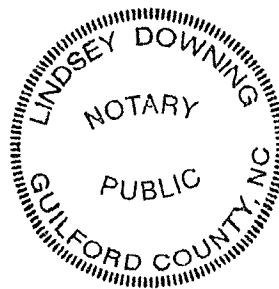
Signed and sworn to (or affirmed) before me, this the 28th day of March, 2025.

My Commission Expires:

June 25, 2025

Lindsey Downing
Notary Public

Affix Official/Notarial Seal





Department of Justice (DOJ)

Guilford County Contract #90007003

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF GUILFORD 301 W MARKET ST		
City, State and Zip:	GREENSBORO, NC 27401		
Recipient UEI:	YBEQWGFJPMJ3		
Project Title: Guilford County Sheriff's Office COSSUP Project Proposal	Award Number: 15PBJA-24-GG-04446-COAP		
Solicitation Title: BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program			
Federal Award Amount: \$1,589,826.00	Federal Award Date: 11/15/24		
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance		
Funding Instrument Type:	Grant		
Opportunity Category: D			
Assistance Listing: 16.838 - Comprehensive Opioid, Stimulant, and other Substances Use Program			
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27		
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27		
Project Description: The Guilford County (NC) Sheriff's Office is teaming with three community partners in order to address the opioid crisis in two county detention centers. According to the North Carolina Department of Health and Human Services, from 2018 to 2022 Guilford County had an 85% increase in the number of opioid overdose deaths. The proposed project focuses on law enforcement deflection and diversion; availability of naloxone for law enforcement, jail staff, and other justice system practitioners; and evidence-based substance use disorder treatment related to opioids, stimulants, and other illicit drugs, such as medication-assisted treatment, contingency management, and motivational interviewing. Additional areas to be addressed include incorporating harm reduction activities and recovery support service engagement with the pre-trial and post-trial populations in and reentering the community from local jails, and embedding social workers, peers, and/or persons with lived experience to assist persons with justice involvement and their families navigate the justice system and to increase their connection to treatment and recovery support services. The goal of the project is to reduce the substance use disorder recidivism rate by 50% to 9 persons per week in Year 3, through comprehensively addressing the issues related to the substance use disorders of individuals while in the jail and post-release.			

Award Letter

November 15, 2024

Dear Michael Halford,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF GUILFORD for an award under the funding opportunity entitled 2024 BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program. The approved award amount is \$1,589,826.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF GUILFORD

UEI
YBEQWGFJPMJ3

Street 1
301 W MARKET ST

Street 2

City
GREENSBORO

State/U.S. Territory
North Carolina

Zip/Postal Code
27401

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
11/15/24

Award Type
Initial

Award Number
15PBJA-24-GG-04446-COAP

Supplement Number
00

Federal Award Amount
\$1,589,826.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.838	Comprehensive Opioid, Stimulant, and other Substances Use Program

Statutory Authority
Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 148-49)

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2024 BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14196080

Grant Manager

Phone Number

E-mail Address

Janai Jenkins

202-880-7408

Janai.Jenkins@usdoj.gov

Guilford County Contract #90007003

Project Title

Guilford County Sheriff's Office COSSUP Project Proposal

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

The Guilford County (NC) Sheriff's Office is teaming with three community partners in order to address the opioid crisis in two county detention centers. According to the North Carolina Department of Health and Human Services, from 2018 to 2022 Guilford County had an 85% increase in the number of opioid overdose deaths. The proposed project focuses on law enforcement deflection and diversion; availability of naloxone for law enforcement, jail staff, and other justice system practitioners; and evidence-based substance use disorder treatment related to opioids, stimulants, and other illicit drugs, such as medication-assisted treatment, contingency management, and motivational interviewing. Additional areas to be addressed include incorporating harm reduction activities and recovery support service engagement with the pre-trial and post-trial populations in and reentering the community from local jails, and embedding social workers, peers, and/or persons with lived experience to assist persons with justice involvement and their families navigate the justice system and to increase their connection to treatment and recovery support services. The goal of the project is to reduce the substance use disorder recidivism rate by 50% to 9 persons per week in Year 3, through comprehensively addressing the issues related to the substance use disorders of individuals while in the jail and post-release.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at

"Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

Condition 3

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all

assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

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

Condition 6

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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) 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 recipient (and any subrecipient ("subgrantee") at any tier) 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. 200.334.

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.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the

OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

Condition 8

Requirements related to "de minimis" indirect cost rate

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

Condition 9

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

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

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

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to 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. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

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

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

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "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 OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's 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.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) 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 recipient (or any 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).

B. Notify all persons associated with the recipient (or any 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) 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 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).

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. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. 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.

4. 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 recipient (or any 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 recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 recipient, any subrecipient at any tier, 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 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

Condition 16

Encouragement of policies to ban text messaging while driving

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

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

Condition 19

OJP Training Guiding Principles

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

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider

a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

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

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

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

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

Condition 23

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

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

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

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

Condition 24

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

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

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

Condition 25

Potential imposition of additional requirements

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

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) 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 recipient'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.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and

are incorporated by reference here.

Condition 29**Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Condition 30**All subawards ("subgrants") must have specific federal authorization**

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

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

Condition 31**Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and any subrecipient ("subgrantee") at any tier, 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."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33**Verification and updating of recipient contact information**

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD.

Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 36

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

Condition 37

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

Condition 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 40

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 41

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 42

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. 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." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 44

Limit on use of grant funds for grantees' employees' salaries

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

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

Condition 45

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and

administrative proceedings to SAM and FAPIIS

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

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

Condition 46

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 47

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

Condition 48

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 49

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 50

Withholding of funds: Subrecipient monitoring policies

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 CFR 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office. If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise OJP in writing that it does not intend to make a subaward under this award. The recipient may not expend or drawdown more than 10% of the funds under this award until either-- (1) the OJP program office has received, and

OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award, and an Award Condition Modification (ACM) has been issued to remove this condition. The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

Condition 51

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	11/13/24 12:39 PM

Authorized Representative

☐ no value

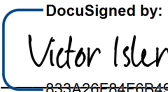
Entity Acceptance

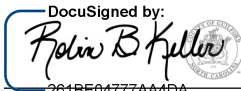
Title of Authorized Entity Official

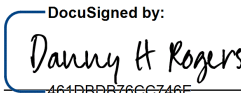
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Signed Date And Time

no value

DocuSigned by:

833A26F04F6B49D...
Name: Victor Isler
Title: Assistant County Manager
Date 1/3/2025 | 12:35 PM EST

DocuSigned by:

201BE04777AA4DA...
Robin B. Keller
Guilford County Clerk to Board
Date: 1/6/2025 | 2:11 PM EST

DocuSigned by:

401DBDB76CC746E...
Danny H. Rogers
Guilford County Department Director / Designee
Date: 12/31/2024 | 12:10 PM EST

**FY24 Comprehensive Opioid, Stimulant, Substance Use Program Grant
("COSSUP")**

CERTIFICATIONS and REPRESENTATIONS

(Reviewed by Sheriff's Attorney J. D. Secor III -- May 20 - May 21, 2024)

U.S. Department of Justice -- Office of Justice Programs Bureau of Justice Assistance

Solicitation Release Date: May 9, 2024

Grants.gov Deadline: 8:59 p.m. Eastern Time on July 1, 2024

JustGrants Deadline: 8:59 p.m. Eastern Time on July 8, 2024

Assistance Listing Number: 16.838

Grants.gov Opportunity Number: O-BJA-2024-172128

Program Description Overview: OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, BJA seeks to develop, implement, or expand comprehensive programs in response to the overdose crisis and the impacts of illicit opioids, stimulants, or other substances. The program provides resources to support state, local, tribal, and territorial efforts to respond to illicit substance use and misuse, reduce overdose deaths, promote public safety, and support access to prevention, harm reduction, treatment, and recovery services in the community and justice system.

\$1,000,000.00 is the amount the GCSO estimates requesting.

**NO MATCHING FUNDS ARE REQUIRED
(see p. 30 of the Solicitation)**

A. Disclosures and Assurances (aka "certifications and assurances" found on p. 28 of the COSSUP's Solicitation released on May 9, 2024. Note these are identical (with one exception) to the disclosures and assurances aka (certs and reps" required for the recently reviewed Paul Coverdell Forensic Scient Grant as reflected on p. 30 of the Coverdell Solicitation released 4.30 2024. The only difference is that the five Coverdell Statutory Certifications are not required for this COSSUP Grant)

The applicant will address the following disclosures and assurances.

1. Disclosure of Lobbying Activities The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

Each applicant must complete and submit this information. An applicant that expends any funds for lobbying activities to influence or attempt to influence a covered federal action, such as the making of a grant (or the entering into of a cooperative agreement), is to provide all of the information requested on the form Disclosure of Lobbying Activities (SF-LLL) which is completed in Grants.gov as part of initiating your application submission. See 31 U.S.C. § 1352.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

GCSO Response: We are in compliance because neither the GCSO nor Guilford County expend any funds for lobbying activities nor will any portion of these grant funds be used for that purpose.

2. Applicant Disclosure of Duplication in Cost Items To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose any pending applications for federal funding, including pending applications for subawards of federal funds.

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under the solicitation, **and** (2) would cover any identical cost items outlined in the budget

submitted to OJP as part of the application under the solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward (“subgrant”) federal funds).

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name

Each applicant will submit the Disclosure of Pending Applications (now called Applicant Disclosure of Duplication in Cost Items) in JustGrants.

GCSO Response: The GCSO understands that it cannot seek more than one grant for the same items. If there is any potential for duplication, the GCSO will disclose it.

3. DOJ Certifications Regarding Debarment, Suspension and Other Responsibility Matters;

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is 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) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

GCSO Response: We are in compliance with this cert as none of the circumstances in subparts (a) – (d) apply.

4. Drug-Free Workplace Requirements;

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures 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 its 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 Applicant'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 award 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 award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's 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 Department, 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 of any such convicted employee to the Department, as follows: For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530; For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected award; (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; and

(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).

GCSO Response: We are in compliance with this cert concerning a drug-free workplace as evidenced by Chapter 3.2 of the GCSO's SOP ("Drug Testing") and Guilford County Personnel Regulation No. 6 ("Drug-Free Workplace").

5. Law Enforcement and Community Policing

A. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

GCSO Response: We are in compliance with this cert because the GCSO was accredited by CALEA (Commission on Accreditation of Law Enforcement Agencies) on 11.20.2021 and our UOF policies satisfy the requirements in 5(a) and (b) directly above.

B. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies. 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 Office of Inspector General.

GCSO Response: This is not a COPS grant so the above cert is not applicable.

6. DOJ High-Risk Disclosure and Justification

Recipients agree to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.208.

GCSO Response: Understood and agreed to. The GCSO does not fall into this high risk classification. No further action required at this time.

7. DOJ Certified Standard Assurances Review and accept the DOJ Certified Standard Assurances in JustGrants.

"General Conditions" for OJP Awards in FY 2024 -- October 5, 2023

OJP expects that all (or virtually all) awards made in FY 2024 will include all of the award conditions set out below. Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

- a) [Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements](#)

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things,

the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

GCSO Response: Understood & agreed to. No further action required at this time.

b) [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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) 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 recipient (and any subrecipient ("subgrantee") at any tier) 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. 200.334.

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.

GCSO Response: Understood and agreed to. No further action required at this time. Compliance with the CFR Part 200 is the standard required protocol for nearly all (if not all) federally-funded grants.

c) [Compliance with DOJ Grants Financial Guide](#)

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "[DOJ Grants Financial Guide](#)" available at <https://www.ojp.gov/funding/financialguidedojo/overview>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

GCSO Response: Understood & agreed to. No further action required at this time.

d) [Reclassification of various statutory provisions to a new Title 34 of the United States Code](#)

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

GCSO Response: Understood & agreed to. No further action required at this time.

e) [Required training for Grant Award Administrator and Financial Manager](#)

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

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

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

GCSO Response: Understood & agreed to. When we last encountered this cert, it was in late November 2023 in connection with the FY23 JAG Grant. At that time, the GCSO was without an Agency Business Manager or Grants Manager. Since then, both positions have been filled. On May 17, 2024, Sheriff's Attorney Secor consulted with Business Mgr Heath Guy and Grants Mgr Wayne Abraham and determined that neither had completed this training yet, but that both had signed up to attend the training and would complete it before the 120-day period (referenced above) expired. That will put us in compliance. See emails below.

From: Wayne Abraham <wabraham@guilfordcountync.gov>

Sent: Friday, May 17, 2024 3:25 PM

To: James Secor <jsecor@guilfordcountync.gov>; Michael "Heath" Guy <mguy@guilfordcountync.gov>

Subject: Re: GRANT CERTIFICATIONS AND REPRESENTATIONS -- REQUIRED TRAINING

I signed up for that very training in Washington D.C. for July 10th and 11th. So that should make them happy.

Thanks,

Sent: Friday, May 17, 2024 2:31 PM

To: Michael "Heath" Guy <mguy@guilfordcountync.gov>; Wayne Abraham <wabraham@guilfordcountync.gov>

Cc: George Moore <GMOORE0@guilfordcountync.gov>; Kathleen Carroll <kcarroll@guilfordcountync.gov>

Subject: Re: GRANT CERTIFICATIONS AND REPRESENTATIONS -- REQUIRED TRAINING

Thanks Heath.

How about you Wayne?

From: Michael "Heath" Guy <mguy@guilfordcountync.gov>

Sent: Friday, May 17, 2024 2:21 PM

To: James Secor <jsecor@guilfordcountync.gov>; Wayne Abraham

<wabraham@guilfordcountync.gov>

Cc: George Moore <GMOORE0@guilfordcountync.gov>; Kathleen Carroll

<kcarroll@guilfordcountync.gov>

Subject: Re: GRANT CERTIFICATIONS AND REPRESENTATIONS -- REQUIRED TRAINING

I have not completed this training. I did just register for the training site and scanned the material. Pretty self-explanatory and I will not have any issues completing the training within the required amount of time.

From: James Secor <jsecor@guilfordcountync.gov>

Sent: Friday, May 17, 2024 1:48 PM

To: Wayne Abraham <wabraham@guilfordcountync.gov>; Michael "Heath" Guy
<mguy@guilfordcountync.gov>

Cc: George Moore <GMOORE0@guilfordcountync.gov>; Kathleen Carroll
<kcarroll@guilfordcountync.gov>

Subject: GRANT CERTIFICATIONS AND REPRESENTATIONS -- REQUIRED TRAINING

Wayne and/or Heath:

This is one of the certs in the Standard DOJ Assurances. It is a requirement for the Paul Coverdell Forensics Grant. Have either of you completed this training or will you within 120 of acceptance of the award?

1. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

f) Requirements related to "de minimis" indirect cost rate

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

GCSO Response: On 1.30.2023, the Sheriff's Attorney consulted with the then GCSO Grants Manager (Jaquana Alston) who confirmed the GCSO does not spend grant monies on indirect costs nor do we include indirect costs in grant applications. On May 17, 2024, the Sheriff's Attorney consulted with new Grants GCSO Business Manager Heath Guy and GCSO Grants Manager Wayne Abraham

and Mr. Guy confirmed that this was still the case (i.e., we do not include indirect costs in grant applications). See email below. If this practice changes, we will revisit this requirement. At this time, however, we are in compliance.

From: Michael "Heath" Guy <mguy@guilfordcountync.gov>
Sent: Friday, May 17, 2024 4:08 PM
To: James Secor <jsecor@guilfordcountync.gov>; Wayne Abraham <wabraham@guilfordcountync.gov>
Cc: George Moore <GMOORE0@guilfordcountync.gov>; Kathleen Carroll <kcarroll@guilfordcountync.gov>
Subject: Re: GRANT CERTIFICATIONS AND REPRESENTATIONS -- REQUIRED TRAINING

Jim,

Jaquana is correct regarding indirect costs. We do not commingle reimbursable dollars with other projects or objectives. Only what is permissible in the grant narrative.

g) Requirement to report potentially duplicative funding

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

GCSO Response: The GCSO understands that it cannot seek more than one grant for the same items. If there is any potential for duplication, the GCSO will disclose it. See similar cert/rep on pp. 2 – 3 above.

h) Requirements related to System for Award Management and Universal Identifier Requirements

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

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including

restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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

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

GCSO Response: On May 17, 2024, the Sheriff's Attorney Secor consulted with GCSO Grants Manager Wayne Abraham who advised that the GCSO was in compliance with this certification. See email pasted below:

From: Wayne Abraham <wabraham@guilfordcountync.gov>
Sent: Friday, May 17, 2024 3:58 PM
To: James Secor <jsecor@guilfordcountync.gov>; Michael "Heath" Guy <mguy@guilfordcountync.gov>
Cc: George Moore <GMOORE0@guilfordcountync.gov>; Kathleen Carroll <kcarroll@guilfordcountync.gov>
Subject: Re: GRANT CERTIFICATIONS AND REPRESENTATIONS -- REQUIRED TRAINING

We comply with all of that now. That's the basic requirement for being able to apply for Federal funding. We already have a login and a UEI (Unique Entity Identification) from SAM.gov.

Thanks,

i) [Employment eligibility verification for hiring under the award](#)

1. The recipient (and any subrecipient at any tier) 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 recipient (or any 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).

B. Notify all persons associated with the recipient (or any 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) 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 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).

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. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. 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.

4. 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 recipient (or any 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 recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 recipient, any subrecipient at any tier, 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 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

GCSO Response: This cert/rep is an E-Verify certification on steroids. The GCSO and County are, however, in compliance as we use E-Verify.

- j) [Requirement to report actual or imminent breach of personally identifiable information \(PII\)](#)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) 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 recipient'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.

GCSO Response: As of 2.21.2023, the GCSO did not have such a written procedure in place. On 2.28.2023, using a template provided by Guilford County Public Health, Mike Serafini (GCSO IT) prepared a draft policy and procedure which was entered into PowerDMS as GCSO SOP Section 20.8.13 entitled "Procedure for Responding to Data Breach with Exposure of Personally-identifiable Information". Those actions have brought us into compliance.

k) All subawards ("subgrants") must have specific federal authorization

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

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

GCSO Response: Understood and agreed to. If awarded to the GCSO, the funding from this grant is slated primarily toward equipment purchases to enhance the abilities of our Crime Scene Investigators, Latent Fingerprint Unit, and Evidence Section. As such, no subawards to third-parties are anticipated.

l) Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

GCSO Response: Understood & agreed to. No further action required at this time.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of

recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

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

GCSO Response: On 1.30.2023, the Sheriff's Atty reviewed the obligations contained at the following link:

<https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

The Sheriff's Office complies with these obligations. In fact, it has engaged in law enforcement operations targeted at human trafficking.

n) [Determination of suitability to interact with participating minors](#)

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

GCSO Response: All Deputy Sheriffs may encounter juveniles during the course of their work. To connect this requirement to a specific grant, the best example is the Family Justice Center where our Deputies frequently encounter juveniles who are victims of domestic violence. We satisfy this requirement because all GCSO Deputies are scrutinized carefully during the hiring stage—e.g., criminal background checks, personal reference checks, psychological screening during the pre-employment stage, etc. These screening procedures enable us to determine and confirm the suitability of our Deputies to work with juveniles. Due to statutory changes effective August 1, 2020, our Jails no longer house juveniles.

- o) [Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events](#)

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

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

GCSO Response: On 2.24.2023, the Sheriff's Attorney (Secor) reviewed the post-award expenditure rules at this web page:

<https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#pkson1> **It is unlikely the GCSO or County would use funds from the this forensics grant to attend or sponsor any such conferences. If, however, we did then, and in that event, we agree to comply with the cost limits and reporting requirements referred to in the certification above.**

- p) [Requirement for data on performance and effectiveness under the award](#)

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

GCSO Response: The GCSO complies with the requirements in this certification. Specifically, we submit our quarterly Performance Measurement ("PMT") Reports to the Bureau of Justice Assistance, the report details the amounts spent for the quarter as well as any goals or objectives met for that quarter. Below is an excerpt from the top of the first page of a typical PMT report.

The screenshot shows the BJA Bureau of Justice Assistance website. The header includes the BJA logo and the text "BUREAU OF JUSTICE ASSISTANCE" with a link to <http://www.bja.gov>. Below the header is a navigation menu with links: Home (index.cfm?event=Home), Menu (index.cfm?event=admin), FAQs (index.cfm?event=help), BJA PMT Home (index.cfm?event=Home), Enter Data (index.cfm?event=entry), Logout (index.cfm?event=logout), and Go Back to Data Entry Form (index.cfm?event=Entry&e=r). A message states: "The Data Entry has been Certified. [Return Home](#) (./home.cfm)". Below this is a section titled "VIEW" with reporting information: "Reporting Period: 10/01/2021 - 12/31/2021", "Award #: PROJ014886", and "Project Amount: \$24,500". A note says: "If any changes need to be made to a complete report, contact your grantee/PMT helpdesk to request your report be unlocked." There is a search bar and a "Print" button.

Similarly, the GCSO submits an annual Project Progress Report through GEMs directly to the GCC. This report is program specific. It details how we achieved our goals, and the activities that led us to achieving that goal. Directly below is a sample of an annual Project Progress Report. The GCSO Grants manager handles the submission of these reports.

The screenshot shows a "Project Progress Report (10/01/2022 - 09/30/2023)". A notification bar states: "Progress Report was submitted on 02/07/2023 and reviewed by GCC". Below this are three tabs: "Objective 1", "Activities", and "Comments". The "Activities" tab is selected, showing a "Project Timeline Of Activities" section with the text: "October 2021 ACCEPT THE GRANT AWARD/TAKE BEFORE BOARD OF COMMISSIONERS December 2021 - ORDER K9 ORDER DIVING GEAR AND MAKS January/February 2022 RECEIPT OF K9 AND EQUIPMENT and Enter into K9 DOG INTO K9 Training 2022 March-September PROGRAMMATIC/FINANCIAL REPORTS SUBMITTED AS REQUIRED". Below this is a "Previous Results" section with the text: "We did not accept grant just yet because we did not receive DocuSign for quite some time." The "Results For This Report Period" section contains the text: "WE did all of the steps except send an officer to handler training due to manpower issues."

The GCSO will also cooperate with BJA if it should seek any other grant performance related information.

q) [OJP Training Guiding Principles](#)

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

GCSO Response: Understood & agreed to. Given the focused purpose of this grant, it is unlikely that the GCSO will be using these funds to develop or deliver any training materials. If so, we will comply.

r) [Effect of failure to address audit issues](#)

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

GCSO Response: Understood & agreed to. No further action required at this time. Hopefully, we will not experience any audit issues.

s) [Potential imposition of additional requirements](#)

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

GCSO Response: Understood and agreed to. No further action required at this time.

t) [Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42](#)

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

GCSO Response: On 2.24.2023, the Sheriff's Attorney (Secor) reviewed the requirements in Part 42 of Title 28 of the CFR's. In January 2024, the requirements of Part 42 were re-examined (in detail) for compliance by Chief Deputy County Attorney Matt Mason, key County HR Staff (Patrick McCoy, Marcy Jackson, and Shena-Kaye Butler), and Sheriff's Attorney Secor.

As a starting point, the crux of Part 42 is the broad prohibition in § 42.104, against any form of discrimination by a grant recipient or subrecipient.

28 CFR § 42.104 Discrimination prohibited--(a) General. No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program to which this subpart applies.

The GCSO and Guilford County have both promulgated express written policies prohibiting their employees from engaging in any such discriminatory practices. These general policies are the touchstone of the County/GCSO's compliance with Part 42 and are fulfilled through a multi-faceted approach including, without limitation: adherence to EEO regulations at the employee recruitment and hiring stages; EEO training and enforcement at the employee operations level; and through the County's Minority/Women Business Enterprise (MWBE) in the procurement process.

The following sections in Part 42 of Title 28 C.F.R. also contain very specific EEO reporting requirements: § 42.105, § 42.204, § 42.303, § 42.304(a) – (i).

As of January 2024, these reporting requirements had been substantially fulfilled as evidenced by the following documents prepared and published by the County's Human Resources Department:

EEO Plan – most recently published in December 2014 (43 pages);

EEO Utilization Report – most recently published on Jan. 31, 2023 & due biennially (8 pages);

EE0-4 Report –most recently published on December 5, 2023 and due annually (32 pages).

As of January 25, 2024, County HR was in the early stages of revising its December 2014 EEO Plan to include current data and statistics; ensure compliance with the detailed reporting requirements in subparts (a) – (i) of 28 CFR § 42.304; and incorporating details concerning the recent significant expansion of the County's MWBE program and other measures prohibiting discrimination while promoting diversity.

- u) [Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54](#)

The recipient, and any subrecipient ("subgrantee") at any tier, 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."

GCSO Response: On 2.24.2023, the Sheriff's Attorney (Secor) reviewed the requirements in Part 54 of Title 28 of the Code of Federal Regulations which prohibit discrimination based on sex in education programs governed by Title IX of the Education Amendments of 1972. Because this is a Title IX requirement, it is unlikely to pertain to the GCSO but would likely apply to the County. Even if it did apply to both the GCSO and to the County, both entities would be in compliance with this certification as the GCSO and County have promulgated express written policies prohibiting their employees from engaging in such discriminatory practices.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 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.

GCSO Response: Understood and agreed to. On 2.24.2023, the Sheriff's Attorney (Secor) reviewed the requirements in Part 38 of Title 28 of the Code of Federal Regulations (CFR's) which pertains to direct federal grant assistance to "faith-based organizations". The primary restrictions are included in the following CFR's:

28 C.F.R. § 38.5(a) -- Organizations that receive direct Federal financial assistance from the Department may not engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct Federal financial assistance from the Department.

28 C.F.R. § 38.5(d) -- No grant document, agreement, covenant, memorandum of understanding, policy, or regulation that the Department or a State or local government uses in administering Federal financial assistance from the Department shall require faith-based or religious organizations to provide

assurances or notices where they are not required of non-faith-based organizations.

The regulations in 28 CFR Part 38 do not apply to any activities performed by the GCSO with grant funds as our Agency is not a faith-based organization and to the limited extent we use such organization in connection with Jail ministry programs or the Reentry Program, the GCSO does not impose any of the conditions described in 28 C.F.R. § 38.5(d).

w) Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

GCSO Response: Neither the GCSO nor Guilford County expend any funds for lobbying activities, nor will any portion of these grant funds be used for that purpose. See the response to the lobbying cert on pp. 1 – 2 above.

x) Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that are set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

GCSO Response: Acknowledged and agreed to. We will comply. No further actions is needed at this time.

- y) [Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards](#)

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment list."

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

GCSO Response: Acknowledged and agreed to. During the grant application process, the GCSO is required to provide a written budget or "shopping list" for the requested grant funds. During that process, our Grants Mgr checks the resources above to ensure we do not intend to use grant funds for prohibited purchases. Similarly, prior to making any purchase with federal equitable sharing funds, the GCSO checks the "Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies" (which was just revised by the Federal Government in March 2024) to confirm the equipment it intends to purchase is not prohibited. This cert does not require any further action at this time.

- z) [Reporting potential fraud, waste, and abuse, and similar misconduct](#)

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

GCSO Response: Acknowledged and agreed to. This cert does not require any further action at this time.

aa) Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

GCSO Response: With the exception of GCSO contract provisions requiring non-disclosure of confidential, trade secret, or law enforcement sensitive information, GCSO contracts do not restrict or inhibit the other contracting party from disclosing fraud, waste, abuse etc. The Sheriff's Attorneys (Secor and Carroll) regularly conduct legal reviews of GCSO contracts and confirm that such provisions are not included in our contracts. In addition, documents memorializing the settlement of civil claims and lawsuits against the County or GCSO are treated as public records by both entities. JDS III, 5.17.2024

bb) [Compliance with 41 U.S.C. 4712 \(including prohibitions on reprisal; notice to employees\)](#)

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

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

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

GCSO Response: On 2.24.2023, the Sheriff's Attorney (Secor) reviewed the pertinent portions of this statute (pasted in blue below). It is contained in the Federal Whistleblower Act and protects those who expose the abuse of federal monies, including grants. Based on the broad language in subpart (a)(2)E below, these regulations appear to apply to LE agencies such as the GCSO. On 2.24.2023, we did not have a posted notice informing employees of the protections afforded by this Act, so we created one on this date and it was posted in both County HR (by S. Holmquist) and in GCSO Personnel & Training (by Capt Pruitt). As a result, we are now in compliance with the requirements in this certification.

41 U.S.C.A. § 4712

(a) Prohibition of reprisals.--

(1) In general.--An employee of a contractor, subcontractor, grantee, subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(2) Persons and bodies covered.--The persons and bodies described in this paragraph are the persons and bodies as follows: . . .

(E) An authorized official of the Department of Justice or other law enforcement agency

cc) [Encouragement of policies to ban text messaging while driving](#)

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

GCSO Response: The GCSO complies. It follows Guilford County's vehicle use policies and procedures which include the prohibition below on using electronic devices while driving.



dd) Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "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 OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's 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.

GCSO Response: As of this writing, 5.17.2024, neither the County or GCSO have been designated "high risk". No further response is necessary to this certification at this time.

THE END

SUPPLEMENTAL CERTS & REPS MEMO**(Reviewed by Sheriff's Attorney J. D. Secor III – November 18 – 19, 2024)****FY24 Comprehensive Opioid, Stimulant, Substance Use Program Grant
("COSSUP")****U.S. DOJ -- Office of Justice Programs Bureau of Justice Assistance****Solicitation Release Date: May 9, 2024****Grants.gov Deadline: 8:59 p.m. Eastern Time on July 1, 2024****JustGrants Deadline: 8:59 p.m. Eastern Time on July 8, 2024****Assistance Listing Number: 16.838****Grants.gov Opportunity Number: O-BJA-2024-172128****Award Granted on November 15, 2024****\$1,589,826.00 is the amount of the award.****NO MATCHING FUNDS ARE REQUIRED****(see p. 30 of the Solicitation)**

Note: At the pre-approval stage, Sheriff's Attorney Secor vetted approximately 40 certs and reps and memorialized our compliance in an original "certs and reps" memo dated May 21, 2024. The application was submitted and the award letter was issued on November 15, 2024. The Award Letter contains 51 certs and reps referred to as "conditions". Conditions 2 – 32 are identical to some of the certs and reps vetted in the May 21, 2024 memo. As such, references to the earlier memo are contained below in this supplemental memo in response to Conditions 2 – 32.

Conditions 1 and 33 – 51 are, however, different than the pre-approval certs and reps in the May 21, 2024 memo. Accordingly, for those items (Conditions 1 and 33 – 51), a description is contained below this supplemental memo to describe our compliance. Bottom line is that we comply with all 51 conditions contained in the November 15, 2024 Award Letter.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at.

"Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

GCSO Response: (Note—this is similar to certs and reps we have seen in other grants (e.g., JAG Grants). The GCSO is, however, in compliance because it has a contract with Language Line to perform over the phone (frequently using Face Time) interpretive services for Deputies who encounter an individual in the field who has limited or no English language skills. We also employ a number of bi-lingual Deputies and keep a list of those Deputies at our Staff Duty desk. Lastly, we have at least one Deputy who can communicate at a basic, but effective level with the hearing impaired using sign language.

Condition 2 – We Comply – Same as Condition 7x, p. 23 of the Pre-Approval Certs and Reps Mem (5.21.24)

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

Condition 3 -- We Comply – Same as Condition 7v, p. 22 of the Pre-Approval Certs and Reps Memo (5.21.24)

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4-- We Comply – Same as Condition 7a, p. 7 of the Pre-Approval Certs and Reps Memo (5.21.24)

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all

assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5 -- We Comply – Same as Condition 7r, p. 20 of the Pre-Approval Certs and Reps Memo (5.21.24)

Effect of failure to address audit issues

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

Condition 6 -- We Comply – Same as Condition 7b, p. 8 of the Pre-Approval Certs and Reps Memo (5.21.24)**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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) 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 recipient (and any subrecipient ("subgrantee") at any tier) 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. 200.334.

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.

Condition 7 -- We Comply – Same as Condition 7z, p. 24 of the Pre-Approval Certs and Reps Memo (5.21.24)**Reporting potential fraud, waste, and abuse, and similar misconduct**

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the

OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

Condition 8 -- We Comply – Same as Condition 7f, p. 11 of the Pre-Approval Certs and Reps Memo (5.21.24)**Requirements related to "de minimis" indirect cost rate**

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

Condition 9 -- We Comply – Same as Condition 7o, p. 18 of the Pre-Approval Certs and Reps Memo (5.21.24)

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

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

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

Condition 10 -- We Comply – Same as Condition 7p, p. 18 of the Pre-Approval Certs and Reps Memo (5.21.24)

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11 -- We Comply – Same as Condition 7c, p. 9 of the Pre-Approval Certs and Reps Memo (5.21.24)

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to 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. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12 -- We Comply – Same as Condition 7t, p. 20 of the Pre-Approval Certs and Reps Memo (5.21.24)

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13 -- We Comply – Same as Condition 7n, p. 17 of the Pre-Approval Certs and Reps Memo (5.21.24)

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried

out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14 -- We Comply -- Same as Condition 7dd, p. 29 of the Pre-Approval Certs and Reps Memo (5.21.24)

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "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 OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's 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.

Condition 15 -- We Comply -- Same as Condition 7i, p. 13 of the Pre-Approval Certs and Reps Memo (5.21.24)

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) 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 recipient (or any 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).

B. Notify all persons associated with the recipient (or any 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) 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 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).

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. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. 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.

4. 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 recipient (or any 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 recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 recipient, any subrecipient at any tier, 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 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

Condition 16 -- We Comply – Same as Condition 7cc, p. 28 of the Pre-Approval Certs and Reps Memo (5.21.24)

Encouragement of policies to ban text messaging while driving

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

Condition 17 -- -- We Comply – Same as Condition 7d, p. 9 of the Pre-Approval Certs and Reps Memo (5.21.24)

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18 -- We Comply – Same as Condition 7aa, p. 25 of the Pre-Approval Certs and Reps Memo (5.21.24)

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

representation; and

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

Condition 19 -- We Comply -- Same as Condition 7q, p. 19 of the Pre-Approval Certs and Reps Memo (5.21.24)

OJP Training Guiding Principles

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

Condition 20 -- We Comply -- Same as Condition 7l, p.16 of the Pre-Approval Certs and Reps Memo (5.21.24)

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21 -- We Comply -- Same as Condition 7g, p.12 of the Pre-Approval Certs and Reps Memo (5.21.24)

Requirement to report potentially duplicative funding

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

Condition 22 -- We Comply – Same as Condition 7e, p. 9 of the Pre-Approval Certs and Reps Memo (5.21.24)

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

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

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

Condition 23 -- We Comply – Same as Condition 7bb, p.26 of the Pre-Approval Certs and Reps Memo (5.21.24)

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

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

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

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

Condition 24 -- We Comply – Same as Condition 7m, p.16 of the Pre-Approval Certs and Reps Memo (5.21.24)

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

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

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

Condition 25 -- We Comply – Same as Condition 7s, p.20 of the Pre-Approval Certs and Reps Memo (5.21.24)

Potential imposition of additional requirements

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

Condition 26 -- We Comply – Same as Condition 7j, p.15 of the Pre-Approval Certs and Reps Memo (5.21.24)

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) 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 recipient'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.

Condition 27 -- We Comply – Same as Condition 7h, p.12 of the Pre-Approval Certs and Reps Memo (5.21.24)

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

Condition 28 -- We Comply – Same as Condition 7y, p. 24 of the Pre-Approval Certs and Reps Memo (5.21.24)

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards.

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29 -- We Comply – Same as Condition 7w, p.23 of the Pre-Approval Certs and Reps Memo (5.21.24)**Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Condition 30 -- We Comply – Same as Condition 7k, p.16 of the Pre-Approval Certs and Reps Memo (5.21.24)

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

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

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

Condition 31 -- We Comply – Same as Condition 7u, p.21 of the Pre-Approval Certs and Reps Memo (5.21.24)

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, 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."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32 We Comply – Same as Condition 7a, p.7 of the Pre-Approval Certs and Reps Memo (5.21.24)

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD.

Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

GCSO Response: Agreed. We do this routinely but on 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this requirement.

Condition 34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

GCSO Response: Agreed. We do this routinely but on 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this requirement.

Condition 35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

GCSO Response: Agreed. It is unlikely this will be an issue since no funding of a website (in whole or in part) is contemplated with this funding. That said, on 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 36

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user- friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

GCSO Response: Agreed. It is unlikely this will be an issue since the purpose of

this grant is not to fund “the collection, aggregation, and sharing of data on behalf of a government agency”. That said, on 11.19.2024, Sheriff’s Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 37

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

GCSO Response: Agreed. This is similar to other conditions which we routinely agree to.

Condition 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

GCSO Response: Agreed. This condition will, however, not come into play as the purpose of this grant does not involve human research subjects.

Condition 39

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

GCSO Response: Agreed. This is similar to other conditions to which we routinely agree. This is a large grant (\$1.5 million) so the GCSO cannot rule out that subawards (in addition to vendor subcontracts), may be issued. On 11.19.2024, Sheriff’s Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 40

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.

Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the

recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

GCSO Response: Agreed. This is similar to other conditions to which we routinely agree.

Condition 41

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

GCSO Response: Agreed. This is similar to other conditions to which we routinely agree. This is a large grant (\$1.5 million) so the GCSO cannot rule out that subawards (in addition to vendor subcontracts), may be issued. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 42

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. 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." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

GCSO Response: Agreed. It is unlikely this will be an issue since no funding of a website (in whole or in part) is contemplated with this funding. That said, on 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 44

Limit on use of grant funds for grantees' employees' salaries

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

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

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 45

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

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

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

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 46

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

GCSO Response: Agreed. When in doubt, we have contacted our counterparts at the Federal Drug Enforcement Administration.

Condition 47

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 48

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

GCSO Response: Agreed. UAS funding is not the purpose of this grant.

Condition 49

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 50

Withholding of funds: Subrecipient monitoring policies

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 CFR 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office. If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise OJP in writing that it does not intend to make a subaward under this award. The recipient may not expend or drawdown more than 10% of the funds under this award until either-- (1) the OJP program office has received, and

OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award, and an Award Condition Modification (ACM) has been issued to remove this condition. The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Condition 51

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

GCSO Response: Agreed. On 11.19.2024, Sheriff's Attorney Secor informed GCSO Grant MGR, Dr. Ellison of the GCSO Re-entry Team and the Detention Command Staff of this limitation.

Attachment D:

Key Personnel

Guilford County INFORMATION	
Administrative Address:	301 W. Market Street Greensboro, NC 27401
Invoice Address:	301 W. Market Street Greensboro, NC 27401
Project Manager Name:	Wayne Abraham
Project Manager Title:	Grants & Management Analyst
Project Manager Email:	wabraham@guilfordcountync.gov
Project Manager Phone:	336-641-3744
Behavioral Health Coordinator Name:	Dr. LaKisha Ellison
Behavioral Health Coordinator Title:	LWE Behavioral Health Coordinator
Behavioral Health Coordinator Email:	lellison@guilfordcountync.gov
Behavioral Health Coordinator Telephone:	336-641-2708
Fiscal Officer Name:	Don Warn
Fiscal Officer Title:	Chief Financial Officer
Fiscal Officer Email:	dwarn@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-3949

MENTAL HEALTH ASSOCIATE OF THE TRIAD	
Administrative Address:	P.O. Box 5693, High Point, NC 27262
Invoice Address:	P.O. Box 5693, High Point, NC 27262
Project Manager Name:	Eric Foushee
Project Manager Title:	Chief Executive Officer
Project Manager Email:	efoushee@mha-triad.org
Project Manager Phone:	336-822-2827
Licensed Clinical Case Manager	
Licensed Clinical Addiction Specialist	
Community Health Worker	
Qualified Mental Health Professional	
Certified Peer Support Specialist 1	
Certified Peer Support Specialist 2	