

FY 2022 Annual Non-Profit Agreement

This FY 2022 Annual Agreement (the “Agreement”) is made and entered into as of the date last signed by both parties below (“Effective Date”), by and between **THE FORSYTH COUNTY DIVISION OF FAMILY AND CHILDREN SERVICES**, a State of Georgia division of the Department of Human Services, having a principal office address of **6435 Shiloh Road, Suite C; Alpharetta, GA 30005**, (hereinafter “Agency”) and **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners (hereinafter “Forsyth County” or “County”), collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Forsyth County contracts with a variety of organizations that provide services for the County, as such services are beneficial to public safety, the court system as a whole, and the specific needs of the Juvenile Court pursuant to O.C.G.A. §§ 15-11-36, 15-11-54, 36-12-1 et seq., and 19-13-22;

WHEREAS, Forsyth County receives substantial benefits from the Agency in the form of its provision of services;

WHEREAS, the Forsyth County Board of Commissioners believes that purchasing services from the Agency is in the best interest of the public health, safety and welfare of Forsyth County, and is in accord with the County’s obligation to fund those costs identified in O.C.G.A. § 15-11-36 or authority to provide funding under O.C.G.A. § 15-11-54, 36-12-1 et seq. and 19-13-22.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. PAYMENT AND SERVICES

1. **Maximum Contract Price.** The following “Maximum Contract Price” is authorized for purchase of services from the Agency during calendar year 2022: **\$140,000.** Of this amount, no more than \$50,000 may be used for salary supplements. Additional restrictions on authorized expenses are found in Section III(1).

2. **Payment for Services.** For providing its services, the Agency shall be reimbursed for the cost of its qualifying expenses pursuant to this Section III(1) of this Agreement. Payment distributions shall be authorized to the Agency upon receipt of invoices documenting these expenses. Each invoice submitted to Forsyth County for reimbursement pursuant to this Agreement must include the name of each individual receiving a portion of his/her salary pursuant to this Agreement and

that individual's position/job title, date of hire, date that individual became eligible to receive the salary supplement, as well a summary list of any other services or foster care expenses to be reimbursed.

3. **Term of Agreement.** This Agreement pertains only to services provided during the calendar year of 2022. If for any reason the term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to the Agency at least five (5) days prior to the end of the then-current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Agency until fully paid for by the County.
4. **Services.** Subject to the restrictions set forth in this Agreement, the services to be provided under this Agreement are the (e.g., home studies; drug testing; DNA testing; transportation; care for foster children) and other family- and children-support services customarily provided by Agency. Should the Agency desire to amend the programs specified in the Agency's application/proposal, the Agency must notify the County and supply a revised program description within fifteen (15) days of the end of the then-current calendar quarter. Any changes must be consistent with the requirements of this Agreement. Failure to notify the County of any and all changes to the Agency's programs may result in refusal of payment.

II. MONITORING

RESERVED.

III. SPECIAL CONDITIONS

The Agency hereby agrees to the following *Special Conditions* of this FY2022 Annual Agreement. If any of these conditions are not fulfilled during the term of this Agreement, the County may immediately suspend or terminate this Agreement and shall have no further obligation to pay for invoiced services.

1. **Authorized Expenses.** Eligible expenses include the cost of providing the services, reimbursement for the items set forth in Exhibit "C", as well as salary supplements for staff that provide services in support of families and children in Forsyth County. The maximum total funding that may be distributed to supplement any salaries shall not in any case exceed \$50,000.00.

IV. GENERAL CONDITIONS

1. **Requirements Regarding Reporting Child Abuse.** [Intentionally omitted, as DFACS is the State agency child abuse complaints are received and processed by.]

2. **Confidentiality.** The Parties hereto each acknowledge that they may receive confidential information from the other party and agree that, except as otherwise required by law, they will protect the confidentiality of any such confidential information and will require any subcontractors, consultants, and/or staff to likewise protect such confidential information.

The Parties acknowledge that the County's disclosure of documentation is governed by Georgia's Open Records Act and agree to comply with that Act during the term of this Agreement.

3. **Indemnification.** [Intentionally omitted, as DFACS is a State Agency.]
4. **Insurance.** [Intentionally omitted, as DFACS is a State Agency.]
5. **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
6. **E-Verify.** It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services unless the Agency shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Agency's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed.

The Agency hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. Further, Agency hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Agency employs or contracts with any subcontractor(s) in connection with the covered contract, the Agency agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor

affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If a subcontractor affidavit is obtained, Agency agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

The Agency and Agency's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Agency agrees that the employee-number category designated below is applicable to the Agency.

500 or more employees.

100 or more employees.

Fewer than 100 employees.

Agency hereby agrees that, in the event Agency employs or contracts with any subcontractor(s) in connection with this Agreement, the Agency will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

7. **Assignment.** The Agency covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. The Agency shall not subcontract any services provided to the County pursuant to this Agreement without written approval from the County, which written approval shall not be unreasonably withheld.

8. **Records, Reports and Audits.**

(1) **Records:**

(a) Records shall be established and maintained by the Agency in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that the Agency receives payment from the County under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All reported expenditures shall be supported by properly executed

payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible upon request by the County.

(2) Reports and Information:

Upon request, the Agency shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County, provided that such disclosure is allowed pursuant to applicable law.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Agency will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

9. **Conflicts of Interest.** The Agency agrees that it has read and it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.
10. **Authority to Contract.** The Agency covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind the Agency to the terms of this Agreement, if applicable. Ratification of this Agreement by a majority of the Forsyth County Board of Commissioners shall authorize the chairman to execute the Agreement on behalf of the Board but shall not preclude execution by the full board.
11. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Agency agrees that, during performance of this Agreement, the Agency, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Agency agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

12. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.
13. **Applicable Law.** The Parties shall comply with all applicable Federal, State, and local laws, rules and regulations. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia.
14. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.
15. **Notices.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered; or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested; or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Rebecca Whitmire, Director of Finance
110 East Main Street, Suite 255
Cumming, Georgia 30040

NOTICE TO THE AGENCY shall be sent to:

Margaret Dawe
6435 Shiloh Road, Suite C;
Alpharetta, GA 30005

16. **Invoices.** All monthly invoices, as required by this Agreement, shall be in writing and shall be deemed received, when: (1) personally delivered; or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested; or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

Robin Rooks, Circuit Court Administrator
101 East Courthouse Square, Suite 5043
Cumming, Georgia, 30040

17. **Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Agency with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Agency with the terms and conditions of this Agreement.
18. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
19. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
20. **Good Standing with the County.** The Agency agrees that it must be in good standing with the County to continue providing services for the County. To be in good standing with the County the Agency must, among other things, stay up to date on any payments due to the County. If the Agency is not in good standing or does not maintain good standing with the County during the term of this Agreement, the County may terminate this Agreement or withhold payment for services until the issue is remedied.
21. **Sectarian Institution.** The Agency specifically acknowledges the requirements of the Constitution of the State of Georgia, which provides, in part, that "[n]o money shall ever be taken from the public treasury, directly or indirectly, in aid of any church, sect, cult, or religious denomination or of any sectarian institution." GA CONST Art. I, § 2, ¶ VII. The Agency has completed and submitted to the County a separate questionnaire that indicates that the Agency is not a sectarian institution, and the Agency confirms that it is not a sectarian institution and that it will not contract for services provided to the County pursuant to this Agreement with any sectarian institution.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Agency and County have set their hands and seals as of the date last signed by both Parties below.

AGENCY: THE FORSYTH COUNTY DIVISION OF FAMILY AND CHILDREN SERVICES

By: _____
Its: _____

Attest/Witness: _____

By: _____
Its: _____

COUNTY: FORSYTH COUNTY, GEORGIA

By: _____
Its: Chair, Board of Commissioners

[COUNTY SEAL]

Attest: _____
Its: County Clerk

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF FORSYTH**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, __, 20__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____,
20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

Reserved. Agency represents that it does not contract with any subcontractors for the services provided under this Agreement.

EXHIBIT "C"

Over-the-Counter Medical Expenses (non-Medicaid) Examples: lice treatment, eye patches, allergy medications, replacement glasses, etc.
Personal Care/Incidental Items Examples: Deodorant, feminine pads, razors/blades/shaving cream, hairbrush/comb
Baby Formula first 30 days until WIC is Approved
Baby Equipment Examples: bottles, pacifiers, cribs, mattresses, highchair
Hair Cuts
Diapers/wipes/pull-ups
School Supplies
School Pictures/Annuals
County-Funded Clothing
Birthday Allowance
Easter Allowance
Halloween Allowance
Christmas Allowance
Graduation Allowance
Vacation Allowance
Weekly allowance
Extracurricular/Camp Recreational Activities in excess of \$500 State Allowance
Special Services for non-Medicaid Expenses (as needed) Examples: Counseling, Child Psychological/Psychiatric Evaluations, Tutoring
Mileage for Foster Parents
Property Damage - Foster Parents
Educational courses for at-risk youth
Driver's course for teens
Assessments/Evaluations for Parents Examples: Domestic Violence, Substance Abuse, Parental Fitness, Psychological
Court-Ordered Items