Georgia Opioid Crisis Abatement Trust:
What to Expect After Receiving a Grant Award

Understanding the Difference Between the Department of Behavioral Health and Developmental Disabilities (DBHDD) and the Georgia Opioid Crisis Abatement Trust

Although the Georgia Opioid Crisis Abatement Trust (Trust) is administratively attached to DBHDD, they are separate legal entities. Policies and procedures for the Trust differ from those at DBHDD. Contracting, reimbursement requests, programmatic reports, site visits, etc. may all differ from DBHDD's standards and practices.

The funds distributed by the Trust are private dollars, not state or federal funds, and are subject to different reimbursement requirements than other types of funds.

The following guidelines and expectations apply only to organizations that receive a grant from and contract with the Georgia Opioid Crisis Abatement Trust.

1. AWARD LETTER

Each organization awarded a grant is required to sign an award letter. This letter is not a binding contract. The award letter serves only as confirmation that the organization is prepared to proceed into the contracting phase for the amount awarded. The organization has 14 calendar days upon receipt of the award letter to sign and return.

Key Expectations

- ☐ Please note that the approved budget may differ from the requested amount. The award amount noted in the letter aligns with the approved budget. The line-item award amounts can be viewed in the application portal.
- ☐ The award letter is not a binding agreement.
- ☐ Funding is not released based on the award letter alone.
- ☐ Contracting begins only after the award letter is signed and returned to and received by the Trust

2. SUPPLIER REQUIREMENTS

Each organization receiving an award from the Trust must register as a supplier with the State of Georgia to facilitate the transfer of funds.

All applicants must complete their Login/Create Account via Supplier Login or Join JAGGAER Supplier Network. Please ensure you are reviewing the available supplier job aids for step-by-step instructions.

Please note this is a multi-step process. All steps must be completed electronically via the GA@Work Marketplace and Supplier Portal. Questions or concerns regarding the registration process should be directed to procurementhelp@doas.ga.gov or 470-235-4779.

Supplier Compliance Checklist

- ☐ All information entered into GA@Work portal and W-9 matches exactly.
- ☐ Legal organization name matches all corporate documents.
- ☐ Address is current and consistent across submissions.
- ☐ The primary address is a physical address. The primary address cannot be any kind of private mailbox (such as Mailboxes Etc. or UPS Store) or PO box.
- ☐ Tax Identification Number (TIN) is correct.
- ☐ Supplier ID is updated with the State if organizational details change at any time during the grant period.

3. CONTRACT EXECUTION

All organizations receiving an award from the Trust must enter into a formal contract with the Trust, which outlines the terms and conditions for receiving reimbursement from the Trust. Funds will be reimbursed on either a monthly or quarterly reimbursement basis, depending on the Contractor's preference. Sample contracts for non-profit/government entities and for-profit entities are available on the Trust website: gaopioidtrust.org.

Contract Execution Checklist

- ☐ Authorized officials have signed on behalf of the Contractor and the Trust
- ☐ Execution of Annex B (immigration compliance)
- ☐ Final attestation signature from the organization's authorized officer
- ☐ Receipt of executed corporate resolution or governmental action
- ☐ All required forms and documents are submitted, including insurance requirements
- ☐ Service location(s) match what is listed in Annex A
- ☐ Deliverables match the funded application
- ☐ Identification of known subcontractors for Assignment in contract

Key Expectations

- ☐ Follow all contract terms, conditions, and incorporated annexes
- ☐ Deliver services and activities exactly as approved in the contract
- ☐ Obtain written approval before changing:

- ✓ Program scope or budget use
- ✓ Service locations
- ✓ Deliverables
- ✓ Subcontractors/subgrants

☐ Comply with the Trust payment policies

Legal Compliance Requirements

Organizations must comply with:

☐ Federal, state, and local laws

☐ HIPAA

☐ 42 CFR Part 2

☐ Georgia Mental Health Code confidentiality statutes

☐ Immigration verification laws

☐ Drug-Free Workplace Act

☐ Non-discrimination requirements

☐ Conflict of interest prohibitions

Record-Keeping, Documentation, & Access

☐ Maintain accurate records for all Trust-funded activities

☐ Provide immediate access to records upon request

☐ Supply documentation in the format required by the Trust

☐ Establish separate and fire-walled records management from any DBHDD-funded contract records

☐ Do not submit documents containing staff or client personally identifiable information (PII) (e.g., social security numbers) or protected health information (PHI) (e.g., central registry ID numbers)

Monitoring & Corrective Action

☐ Participate in monitoring and audits, if required

☐ Resolve compliance issues within required timeframes

4. PROGRAMMATIC OFFICER ASSIGNMENT

Each organization receiving an award from the Trust will be assigned a programmatic officer, who will provide technical assistance, manage contract execution, act as the primary point of contact with the Trust, and oversee program implementation throughout the duration of the contract.

Key Expectations

- ☐ Respond to all programmatic officer communications in a timely manner
- ☐ Promptly notify the programmatic officer of any delays, barriers, staffing changes, or issues impacting implementation
- ☐ Provide complete and accurate documentation when requested by the programmatic officer
- ☐ Follow guidance and technical assistance provided by the programmatic officer
- ☐ Participate in any meetings, monitoring activities, and site visits, as requested by the programmatic officer
- ☐ Maintain consistent communication regarding progress toward deliverables
- ☐ Discuss any requested changes to the program approach or budget prior to making modifications
- ☐ Cooperate fully with all review, evaluation, and compliance processes led by the programmatic officer

5. PROGRAMMATIC REPORTING

Contractors are required to submit programmatic reports that include numeric data, short responses, and narrative descriptions addressing progress toward deliverables. Reporting frequency will match the reimbursement schedule selected by the organization in the contract. Contractors requesting monthly reimbursements must submit monthly and quarterly reports. Contractors requesting quarterly reimbursements must submit quarterly reports.

Programmatic reports must be submitted and approved prior to requesting reimbursement. Failure to submit a programmatic report will result in the inability to submit further payment requests.

Key Expectations

- ☐ Submit monthly and/or quarterly reports timely
- ☐ Data aligns with deliverables
- ☐ Promptly explain delays or changes to contract workplan and deliverables
- ☐ Include appropriate supporting materials

Quarterly Reporting Dates

Quarter	Report Start Date	Report End Date	Report Due Date
1	January 1	March 31	April 30
2	April 1	June 30	July 31
3	July 1	September 30	October 31

Quarter	Report Start Date	Report End Date	Report Due Date
4	October 1	December 31	January 31

6. REIMBURSEMENT REQUIREMENTS

All Trust contracts are on a reimbursement basis. Upfront funding is only provided for construction, vehicles, and prevention or media campaigns already approved or funded by DBHDD. Reimbursements may be requested on a monthly or quarterly basis, depending on the terms of the contract. All reimbursement and upfront funding requests must be approved by the programmatic officer. Reimbursements and upfront funding can take up to six weeks after submission.

To receive reimbursement, the organization must provide proof of purchase for all expenses related to the approved implementation plan. Examples of proof of purchase include receipts, invoices marked as paid, bank statements showing transaction details, purchase orders with payment verification, and payroll documentation when applicable. This documentation requirement applies to both direct and indirect expenses; indirect costs must be supported by records that verify the nature of the purchases or expenditures incurred to be eligible for reimbursement. Programmatic officers may deny full or partial reimbursement requests if the expenses do not align with the approved application, if supporting documentation is incomplete or incorrect, or if the expense is not an allowable use of settlement funds. Programmatic officers may also request additional documentation or information for payment requests and programmatic reports.

The Trust's current payment policy is attached at the end of this document.

Required Documentation for Reimbursement

- ☐ Receipts
- ☐ Paid invoices
- ☐ Purchase orders with proof of payment
- ☐ Payroll documentation
- ☐ Any documentation requested by the programmatic officer

Reimbursement Compliance Checklist

- ☐ Expenses align directly with the approved budget
- ☐ Documentation is complete and readable
- ☐ Dates and vendor names match
- ☐ No commingling with restricted funds
- ☐ No duplicate invoicing across contracts (DBHDD or other organizations/funds) or payment request line items
- ☐ Additional justification provided when requested

7. ANNUAL SITE VISITS

Annual site visits will be conducted by the assigned programmatic officer. During these visits, the programmatic officer will review materials to ensure alignment with abatement standards and the Organization's approved application.

Site Visit Review Items

- ☐ Financial ledgers
- ☐ Current organizational chart
- ☐ Deliverable tracking documentation
- ☐ Facility tour (if applicable)
- ☐ Staff interviews
- ☐ Client interviews (current or former, if applicable)
- ☐ Programmatic reports
- ☐ Client list(s)
- ☐ Any documentation deemed relevant to project oversight

Site Visit Readiness Checklist

- ☐ All financial records up to date
- ☐ All program records organized and accessible
- ☐ Staff prepared and available for interviews
- ☐ Facility meets program standards
- ☐ Client files organized and compliant with confidentiality laws

8. SUBCONTRACTING

Subcontracting or assignment of duties is allowed ONLY with an approved contract amendment. If subcontracting is necessary, the Contractor must:

- ☐ Disclose subcontractors to the Trust
- ☐ Obtain executed contract amendment for subcontractor not indicated in executed contract
- ☐ Enter into legally binding agreement with subcontractor
- ☐ Ensure subcontractors meet all contractual and legal requirements through rigorous vetting and management oversight
- ☐ Allow Trust or DBHDD staff to access subcontractor records and staff

9. NO COST EXTENSIONS

Contractors may request a no cost extension (NCE). This allows Contractors to extend their contract end date to allow them to continue providing services and receive reimbursements for line items and deliverables outlined in their original contract. NCEs are granted only upon review and approval from Opioid Trust Staff and generally for 3–6 months and no longer than 9 months.

No cost extensions:

- ☐ Do not add funding
- ☐ Must be requested from and reviewed and approved by Trust staff
- ☐ Require reasonable, written justification and an updated implementation timeline
- ☐ Must be requested during the last six months of the contracting period

10. PUBLICITY AND INTELLECTUAL PROPERTY

This section outlines the requirements related to prevention, media, and educational campaigns, public messaging, communications, and all community-facing materials produced under the contract. Contractors must follow Trust guidelines when referencing the Trust in any public-facing content. Any materials created with Trust funds must be submitted to the Trust for approval in advance and upon request. Organizations may not use the Trust's name, branding, or associated identifiers without prior approval. All intellectual property developed through the funded project is subject to Trust review and may be considered Trust property.

Key Expectations

- ☐ Participate in Trust publicity efforts, when requested
- ☐ Do not use Trust logos, names, or branding without permission; plan to submit for approval with sufficient time for review by the Trust
- ☐ Submit all publications or reports funded by the Trust for review
- ☐ Intellectual property produced under the contract belongs to the Trust

11. AMENDMENTS

If a service or item is not specifically allowed in the contract or budget, the Contractor must work with their programmatic officer to obtain an amendment.

Amendments are required for, but not limited to:

- ☐ Change of address of the organization and/or location of service
- ☐ Substantive budget narrative modifications
- ☐ Change of organization ownership

12. CONTINUATION OF FUNDING

Organizations wishing to continue their program beyond the end of their contract term must reapply for funding through the Georgia Opioid Crisis Abatement Trust Portal. Contracts are not automatically renewed, and future awards are contingent upon an independent application and competitive evaluation process.

Georgia Opioid Crisis Abatement Trust
Payment Policy

The purpose of the Georgia Opioid Crisis Abatement Trust Payment Policy (Policy) is to provide guidance to organizations that have received grants and hold contracts with the Georgia Opioid Crisis Abatement Trust (the Trust). This policy is not necessarily exhaustive and is subject to change.

This policy applies not only to the Contractor but also any subcontractor, grant subrecipients, and any other entities receiving Georgia Opioid Crisis Abatement Trust funding. The Contractor is responsible for ensuring they, along with any of their subcontractors, grant subrecipients, and any other entities receiving Trust funding, adhere to these payment policies.

GENERAL PROVISIONS

- The Contractor must have an executed, signed contract with the Trust prior to submitting a payment request.
    - If the Contractor is requesting reimbursement for any expenses incurred by their subcontractors, grant subrecipients, or any other entities receiving Trust funding, the Contractor must have an executed contract amendment allowing subcontracting.
- Payments can only be requested for reimbursement through the Trust portal at https://www.gaopioidtrust.org/ based on the payment schedule selected in the contract.
    - Contracts specify the reimbursement terms for each Contractor; payment requests must align with the contract terms.
    - Contractors who selected the quarterly reimbursement schedule must submit their quarterly programmatic report through the portal by the 30th of the month. Failure to do so will result in the inability to submit payment requests until the programmatic report is submitted and approved.
    - All Contractors must submit their quarterly programmatic report through the portal by the 30th of the month. Failure to do so will result in the inability to submit payment requests until the programmatic report is submitted and approved.

- For contracts beginning on March 15, 2025:
    - Contractors who amended their contract to a monthly reimbursement schedule must submit their monthly programmatic reports to their Programmatic Officer via email by the 25th of the month. Failure to do so will result in the inability to submit payment requests until the programmatic report is submitted and approved.
- For contracts beginning on February 1, 2026:
    - Contractors who selected the monthly reimbursement schedule must submit their monthly programmatic reports to their Programmatic Officer via email by the 10th of the following month. Failure to do so will result in the inability to submit payment requests until the programmatic report is submitted and approved.

- All receipts must be itemized, legibly indicating what was purchased, when, and where.
- No startup funds will be provided. All funds are provided on a reimbursement basis, except for vehicles and construction costs approved in advance.
- The Trust will reimburse allowable expenses, which are defined/listed in the budget line item narrative and Annex A of the contract. The Trust will not reimburse any unallowable expenses.
- If an amount for an item/service is listed within the budget narrative for the line item, funding will not be reimbursed over that amount unless Annex A is edited/amended.
- The Trust will not accept a link to any documentation housed on an outside source/server/cloud. All documentation must be submitted in Word, Excel, pdf, gif, jpeg, etc. in the Trust portal.
- The Contractor must notify their Programmatic Officer of any reimbursement issues within two business days (or 48 hours) of the discovery of the issue, who will then work with the Contractor and Accounts Payable to resolve the issue.
- Any documentation submitted as proof of payment must:
    - Be itemized by product, quantity, and amount
    - Include the date of purchase and invoice number, if applicable
    - Be allowable within with the line item
    - Align with at least one contract deliverable
    - Be legible and complete

    - If for a rent payment, must include the property address and use of the property.
- For contracts with a start date of February 1, 2026 or later:
    - If the Contractor selects the monthly reimbursement option, all expenses must be submitted for payment within 45 days of incurring the expense.
    - If the Contractor selects the quarterly reimbursement option, the Contractor must submit all expenses incurred within the first two months (60 days) of the quarter. The Contractor may choose to submit expenses incurred within the last month (30 days) of the quarter may choose to invoice the expense in the quarter in which the expense was incurred, or the quarter after.
- The Contractor must refrain from including any personally identifiable information (PII) or protected health information (PHI) in payment request documents. Nonetheless, the Contractor is required to retain this information so that, upon request by the Trust, they can provide adequate documentation of the individuals served and substantiate the expenses.
- If the Contractor also has a contract with the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD), the Contractor may request payment for the same expense(s) from the Trust and DBHDD.

ITEMS THE TRUST WILL NOT REIMBURSE INCLUDE, BUT ARE NOT LIMITED TO

- The Trust will not reimburse any allowable expenses without sufficient documentation.
- The Trust will not reimburse personal expenses.
- The Trust will not reimburse any expenses for family members.
- The Trust will not reimburse an invoice without accompanying proof of payment.
    - If proof of payment for an invoice is submitted, the proof of payment must include the associated invoice, the associated invoice number, the product/service purchased, and any other relevant information.
- The Trust will not reimburse expenses incurred prior to the start date of a contract or after the end date of a contract.
- The Trust will not reimburse items outside the scope of Exhibit E of the Opioid Settlement Agreements.
- The Trust will not reimburse for travel outside of the continental United States.
- The Trust will not reimburse business or first-class airline tickets, or upgrades.

- The Trust will not reimburse valet parking.
- The Trust will not reimburse out of state travel if it is not approved in the application.
- The Trust will not reimburse alcohol.
- The Trust will not reimburse invoices generated by the Contractor, except under circumstances that may only be approved by the Executive Director of the Trust.
- The Trust will not reimburse airline or other company discount memberships.
- The Trust retains the right to deny payment for any expense that it deems unallowable or for which the Contractor cannot provide documentation.

BUDGET LINE ITEMS

- Funds cannot be added to a line item that was zeroed out at award.
- If items were included in a line item that was zeroed out at award, reimbursement requests for those items submitted under a different line item will not be reimbursed.
- The Contractor may not request creation of new budget line items in the portal or through a budget amendment. The Contractor may only move funds between existing line items that were funded at award.
- Payment requests must reflect the services approved in Annex A and the approved application. Discrepancies can result in reimbursement adjustments or payback requests.
- The total of the proof of payments must total the amount of the payment request.
- The same documentation may not be reimbursed more than once.
- If payment for an item was reimbursed by the Trust and that item was subsequently returned, the Contractor must submit proof of the refund and deduct that amount from the amount being requested.

REQUIRED DOCUMENTATION FOR TYPES OF REIMBURSEMENTS

<u>Travel Reimbursements</u>

- Reimbursements for travel expenses are limited to expenses necessary to perform program duties.
- The Trust will not reimburse for travel outside of the continental United States.

- Travel will not be prepaid. Travel reservation confirmations will not be accepted as proof of payment. Travel will only be reimbursed upon completion of the travel with submitted receipt(s).
- Travel reimbursements will only be approved for individuals listed in the submitted or any updated org chart.
- The Trust follows the mileage, hotel, and incidentals reimbursement rates made public by the U.S. General Services Administration GSA rates for travel. Those rates can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates
- Reimbursements for the use of personally-owned vehicles for grant purposes is calculated per grant-use mile, from the point of departure/state point to the point of arrival/end point, deducting actual, personal commute mileage, as applicable.
    - Any payment request for mileage driven by a personally-owned vehicle must include the amount of that mileage per trip.
- A business/grant justification must be provided with each travel reimbursement request.
- The Trust will not reimburse business or first-class airline tickets, or upgrades unless an allowable exception is preapproved. Allowable exceptions include documentation of a medical disability.
- The Trust will not reimburse valet parking.

Indirect Costs

- If Administrative Operating Costs were approved as a percentage of the overall application amount, documentation of the amount requested for reimbursement is required.

Personnel

- The Contractor must submit an organizational chart listing/highlighting the titles and names of the employees being paid with grant funds. This organizational chart must also include the names and titles of others within the broader organization. It must be submitted to the Programmatic Officer prior to reimbursement for any personnel expenses.
- A payroll register, pay stubs, or other official documentation related to employee pay must be submitted. An excel spreadsheet listing the pay amounts or any other informal documentation will not be accepted.
    - The Contractor must redact personally identifiable information, such as SSN, home address, etc.

- The dates of employment/pay period for which the employee(s) is/are being paid must be on the submitted documentation.
- The name of the employee(s) receiving payment must match that of the employee(s) on the org chart
- If only partial (prorated) payment of the salary (and fringe) is requested, documentation of how much is being requested must be included.
- Travel reimbursements paid as part of a paycheck must be removed from the amount of the requested pay, and submitted with the appropriate documentation, as noted above.

Rent or Other Housing Costs

- Proof of monthly rental amount, such as a rental agreement, is required prior to any reimbursement being approved.
- The following documentation for rent must be provided:
  - Dates for which rent is paid
  - Address of the location, which must tie back to an approved service site listed in Annex A, for which rent is being paid
  - If partial payment (prorated amount) of rent is being requested, documentation of how much is being requested
  - Both invoice for rent and proof of payment
- The Trust will not reimburse costs for rent/housing located outside of the region for which the Contractor receives funding.

Utilities

- If utilities are part of the budget, the utility bill must include the service address, which must match the address of the organization and/or the address for which the Trust is reimbursing rent.
- Dates for which utility services were provided.
- The Contractor must include both invoice for utilities and proof of payment.

Payment Advances

- Payment advances are only available for the following items (Section 6 of the contract): vehicle purchases, construction, and media campaigns that have already been approved or funded by DBHDD.
  - Vehicle purchases must be in the name of the organization, not an individual

- Proof of purchase including title and registration documentation must be submitted within 30 days of the purchase of the vehicle. The vehicle must be titled and registered to the organization, not an individual.

- For an advance payment to be approved, documentation (e.g., official estimate from vendor, vendor invoice, etc.) stating the purchase price, including a breakdown of all elements included, must be submitted.
- Once the purchase has been made, documentation of the amount of the actual payment must be submitted. If the final price was less than what was advanced, the Contractor must return the unused portion or deduct that amount from future payments.
- The Trust will not reimburse for any media campaigns, construction, or vehicles that are not preapproved.

Documentation for Scholarships/Items that Cannot Be Documented

If the Contractor seeks reimbursement for scholarships or services offered by their own organization, they must provide documentation and justification for how the amount was determined.

Other

- If the Contractor paid a deposit for an item/service, only the deposit will be reimbursed. Once the full amount for the item/service is requested for reimbursement, that full amount will be reimbursed minus the previously approved deposit. The amount of deposit must be shown on the final proof of payment.
- Any gift cards purchased must be specific to the type of product being purchased. For example, if gift cards for gas were approved, then only gift cards to gas stations will be reimbursed. The Trust will not reimburse for Visa, Mastercard, American Express, or any other non-merchant-specific gift card. Gift card purchases greater than $50 per gift card must be pre-approved. Only the Executive Director of the Trust can approve exceptions to this policy.

TYPES OF PAYMENT DOCUMENTATION THAT CAN BE SUBMITTED

Invoices: Third party statement which lists good delivered, or services rendered during the performance period. If full value of invoice is not being requested for reimbursement, awardees should specifically identify line items or portions being requested.

Sole Source Justification: Documented reasoning justifying a noncompetitive procurement when a product or service is uniquely available from only one source, or in an emergency.

Must include a detailed explanation of the conditions that exist to justify use of the sole source.

Payroll Register: A system generated report which indicates personnel salary/wages and fringes paid by the entity. Pay period should be visible to ensure within the proper grant period. Calculations for partial reimbursement, if not evident on register, should be provided to avoid delays in reimbursement. Timesheets, pay stubs and other evidence must be made available upon request.

Proof of Payment: Cancelled check, bank statement, and / or an ACH authorization / remittance produced by the financial institution. Should include contractor / employee name, payment date, and amount. In the event a payment includes multiple invoices paid, a pay stub listing out all invoices paid will assist in ensuring tested invoice is included within payment. Evidence of payment is required for ALL transactions sought for reimbursement. For payments made with credit cards, subrecipients will be asked to provide the credit card statements.

DOCUMENTATION THAT WILL NOT BE ACCEPTED

- Checks that are not canceled
- Photographs of a computer screen
- Proof of payment that is not itemized
- Proof of payment where it is unclear what has been purchased, information is missing, appears tampered with, or is illegible
- Rent or utility bills without an address identifying the location of service
- Rent or utility bill with an address that is not that of the organization, or an approved service site
- Proof of payment that has no date(s)
- Proof of payment for unapproved items
- Proof of payment that does not align with deliverables
- Proof of payment for any item purchased prior to the start of the contract, or after the end of the contract
- Documentation for item(s) previously reimbursed
- Total payment request documentation that does not match the line item request

- Invoices, Excel spreadsheets, Word tables, or any other informal/self-generated document without accompanying proof of payment or other supporting documentation
- Payment receipts from Venmo, PayPal, CashApp, or any other peer-to-peer digital wallet or social payment service without an accompanying invoice documenting the service/product delivered

CONTRACTOR ACCOUNTABILITY AND COMPLIANCE

- Reimbursement adjustments may be required for failure to follow payment policies outlined in this document.
- Contractors must maintain records sufficient to support reimbursement and reporting requirements.
- Contractors are accountable to monitoring from both the Trust and DBHDD Office of Internal Audit and Risk Management, as necessary, for billing and financial reporting compliance.
    - If the Trust suspects, or is provided credible information related to, inappropriate and/or fraudulent payment requests, the Trust may, at its sole discretion, request an audit by the DBHDD Office of Internal Audit and Risk Management.