

**STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT AMENDMENT**

The Department of Behavioral Health and Developmental Disabilities contract identified below is amended as indicated within its contract amendment. The effective date of this amendment is February 1, 2025. All other provisions of the contract remain unchanged.

DEPARTMENTAL ADMINISTRATIVE INFORMATION

Expense: <u>X</u>	DBHDD CONTRACT #: <u>44100-026-CMA00004549</u>
Total Obligation: \$ <u>0.00</u>	Contractor's FEI #: <u>58-6001729</u>
	UEI Number: _____
	Contractor's FY End Date: <u>06-30</u>
	Contractor's Entity Type: <u>Public</u>
Federal: \$ <u>0.00</u>	NIGP Code: <u>95262</u>
State: \$ <u>0.00</u>	CFDA #: <u>N/A</u>
Match: \$ <u>0.00</u>	

SECTION I GENERAL CONTRACT PROVISIONS

SECTION I A

PARA #101 CONTRACT BETWEEN:

(101) 05/02/2016

This contract is made and entered into by and between the **Department of Behavioral Health and Developmental Disabilities**, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 37-1-20, and hereinafter referred to as DBHDD or the DEPARTMENT;

AND

FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
99 Jesse HI Jr Dr SE
Atlanta, GA 30303

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of the Contractor, without the express written permission of DBHDD executed by a principal of DBHDD authorized to execute contracts for DBHDD.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a State of Georgia income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

DBHDD CONTRACT PARA #102, Section I

AS READS

PARA #102 PERIOD OF CONTRACT:

(102C) 05/01/2019

- A. This contract has an effective beginning date of the 1st day of February 2024, and shall terminate on the 31st day of January, 2025, unless terminated earlier under other provisions of this contract.
- B. Department reserves the right; at its sole option and in its sole discretion; to extend the term of this contract if; by the termination date; the Contractor has not yet billed for all funds allocated to this Contract. If the Department so extends the term of this contract; and if the Department and Contractor enter into another contract for the same kind of services which commences prior to the amended termination date of this Contract; then the Contractor shall continue to bill for services delivered pursuant to this Contract until (i) the funds allocated to this Contract have been exhausted; or (ii) this Contract terminates; whichever comes first. Except as expressly stated in this subparagraph (B); the Department's exercise of its option to extend the term of this Contract shall not be construed as in any way amending any terms of this Contract (other than the termination date); including but not limited to the payment provisions of Section III of this Contract.

IS AMENDED TO READ

PARA #102 PERIOD OF CONTRACT:

(102C) 05/01/2019

- A. This contract has an effective beginning date of the 1st day of February 2024, and shall terminate on the 31st day of January, 2026, unless terminated earlier under other provisions of this contract.
- B. Department reserves the right; at its sole option and in its sole discretion; to extend the term of this contract if; by the termination date; the Contractor has not yet billed for all funds allocated to this Contract. If the Department so extends the term of this contract; and if the Department and Contractor enter into another contract for the same kind of services which commences prior to the amended termination date of this Contract; then the Contractor shall continue to bill for services delivered pursuant to this Contract until (i) the funds allocated to this Contract have been exhausted; or (ii) this Contract terminates; whichever comes first. Except as expressly stated in this subparagraph (B); the Department's exercise of its option to extend the term of this Contract shall not be construed as in any way amending any terms of this Contract (other than the termination date); including but not limited to the payment provisions of Section III of this Contract.

DBHDD Contract **Annex A** is **DELETED** and **REPLACED** by the attached **Annex A**, dated **February 1, 2025**.

CONTRACT DELIVERABLES (PROPOSAL)

A. Services and Deliverables:

1. Contractor agrees to provide the following Crisis Stabilization services:
 - a. Crisis Service Center
 - b. Temporary Observation
 - c. Crisis Stabilization Unit
2. Temporary Observation area will have capacity to provide this service to **16** individuals at all times.
3. Crisis Stabilization Unit will have capacity to provide this service to **24** individuals at all times.
4. Contractor agrees that all services will be provided to consumers who meet the Department's eligibility criteria, according to the individual's needs and in accordance with a properly executed individualized recovery plan.
5. Contractor agrees to render these services according to the applicable standards established by the Department as defined in the DBHDD Provider Manual for Community Behavioral Health Providers (<http://dbhdd.org/files/Provider-Manual-BH.pdf>).
6. Contractor further agrees to provide mental health and addictions treatment, utilizing best practices for co-occurring disorder treatment when indicated. Contractor shall have professionally trained staff who specialize in addiction and mental illness.

B. Core Customer:

The designated customer group to be served through this contract is **Adult Core Customers**. The Contractor agrees to render services to the eligible populations, as defined in the most current version of the DBHDD Provider Manual. In the event that a person under age 18 presents in crisis, it is the expectation that Contractor will provide a clinically appropriate response to the crisis and a safe environment while the Contractor makes referrals and linkage to proper services.

C. Geographic Area:

See **PARA#106 APPROVED SERVICES AND LOCATIONS** in **SECTION I GENERAL CONTRACT PROVISIONS** of this document.

Contractor further agrees to provide services to eligible individuals presenting for or being referred by DBHDD or its authorized agent for services at established approved service sites operated by Contractor, without regard to the consumer's county of residence.

D. Consumer Outcomes:

The Contractor agrees that DBHDD contracted services and treatments delivered to Individuals will focus on achieving improved individual outcomes consistent with requirements of the Mental Health Block Grant (MHBG), the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), and the Department's Quality Management Plan.

SIGNATURES TO CONTRACT BETWEEN

THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND

FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

CONTRACTOR EXECUTION:

By: 
*As CHAIRMAN of the Corporation

4/29/2025
Date signed by Contractor

FULTON COUNTY
Name of Corporation

ROBERT L. PITTS
Typed name of person signing


DEPARTMENTAL EXECUTION:

For the Commissioner of the
Department of Behavioral Health and Developmental Disabilities

Commissioner or Authorized Designee

Date signed by the Department

CONTRACTOR ATTESTED:

By: 
**As CLERK of the Corporation

TONYA GRIER
Attestor's typed name



SEAL:

Imprint Seal of the Corporation here

*Must be President, Vice President or Chief Executive Officer

**Must be Secretary or Assistant Secretary.

Corporation affix and impress corporate seal here and attach to this contract marked **Annex D**, a certified copy of the corporate resolution pertaining to and permitting this contract and authorizing and directing the above corporate officers to execute this contract for and on behalf of the corporation. When the corporate resolution is attached hereto, the same is hereby incorporated in and by reference made a part of this contract.

The Department will gather data from requests for authorization of services made to the Georgia Collaborative ASO and from any other available sources of information to evaluate performance related to improved individual outcomes. The focus on these individual outcome Indicators may change over time as SAMHSA and the Department update their Quality Management plans. Examples include, but are not limited to, the following:

1. **Increased Stability in Housing:** Individuals whose living situation is homeless (in or out of shelter), shall experience greater stability in housing.
2. **Engaging the Homeless:** Individuals who were reported as homeless shall access services without barriers related to their homelessness.
3. **Improvements in Employment Status and Income:** Individuals will experience improvements in employment status and income.
4. **Improving Access to Health Insurance and Other Benefits:** Individuals will experience improved rates of access to health insurance (including Medicaid and Medicare) and other benefits for which they are eligible.
5. **Decreased Criminal Justice Involvement:** Individuals shall experience fewer incidents of police or other criminal justice contact (e.g. calls to police, visits to police stations, arrests, incarcerations sheriff transport to or from hospitals, court appearances).
6. **Reduced Utilization of Psychiatric Inpatient, Crisis Stabilization Services:** Individuals shall experience the delivery of services in the most integrated setting appropriate for the individual, with reduced reliance upon institutional care.

E. Contractor Expectations:

1. The Contractor must operate, and must deliver all three service components listed above, 24 hours a day, seven days a week, 365 days a year.
2. Contractor agrees to accept, and to provide face-to-face assessment of, all referrals from the DBHDD or its authorized agent responsible for operating the Georgia Crisis and Access Line (GCAL). This includes face-to-face assessment of individuals referred with a 1013, a 2013, an Order to Apprehend (OTA); those who are presenting voluntarily; and those who GCAL has determined are in need of face-to-face assessment at a Crisis Service Center due to the Individual's level of need as triaged by GCAL's clinician. Such face-to-face assessment shall be performed at the Contractor's facility by a qualified clinician. Contractor may schedule the arrival time of each referral and agrees that such scheduled time of arrival shall be as soon as possible and no later than eight hours from receipt of the referral from GCAL. If, after such examination, the individual does not meet the admission criteria of the Crisis Services, the Contractor will coordinate referral and/or transfer to the appropriate level of care based on the individual's assessed need.
3. Contractor will ensure a turnaround time of 20 minutes or less for law enforcement officials who are bringing individuals on 1013, 2013 or OTA.
4. Contractor will accept referrals from GCAL for individuals in hospital emergency rooms within a typical timeframe of 2 hours of notification that the ER is holding an individual who has been placed on a 1013, 2013, or has an OTA for evaluation.
5. Contractor agrees to provide admittance to a Temporary Observation area for adult persons 24 hours per day, 365 days per year, who are determined to need extended observation in a safe location related to a mental health or substance abuse related crisis.
6. Contractor agrees that all individuals, including those with diagnoses or suspected diagnoses of intellectual and developmental disabilities (IDD), who are referred by DBHDD or its authorized agent or who present at the Contractor's facility for assessment and services, voluntarily or involuntarily, will receive face-to-face assessment to determine if they meet admission criteria for the services offered.

7. Contractor shall determine a need for medical clearance in accordance with Medical Evaluation Guidelines and Exclusion Criteria for Admission to State Hospitals and Crisis Stabilization Units, 03-520 (<https://gabhdd.policystat.com/policy/678054/latest>).
8. The Contractor shall ensure meaningful access to services for consumers with limited English proficiency and/or sensory impairment in accordance with Notification of Rights Regarding Limited English Proficiency-Sensory Impairment. 15-102 (<https://gabhdd.policystat.com/policy/175039/latest/>).
9. All individuals discharged from any area within the facility will be referred to services as *agreed* to by the consumer in discharge planning. If the consumer refuses treatment follow-up, this must be documented in the clinical record.
10. Contractor shall determine a need for medical clearance in accordance with Medical Evaluation Guidelines and Exclusion Criteria for Admission to State Hospitals and Crisis Stabilization Units, 03-520 (<https://gabhdd.policystat.com/policy/678054/latest/>).
11. Contractor is required to establish relationships with all Crisis Service providers, state-operated hospitals and hospitals under contract with the state, serving the counties for which the Contractor is contracted to provide services. This includes:
 - i. The designation of liaison staff who will work with state hospital and/or State contracted hospital staff for the transfer of consumers between the Contractor's facility and the hospital; and,
 - ii. Working cooperatively with the Hospitals serving the Contractor's area on medication formularies, crisis planning and referral.
12. Contractor is required to establish relationships with the Emergency Departments In the primary counties served. This includes coordinating with Emergency Departments to facilitate timely disposition for consumers who require and qualify for mental health and/or addictive diseases services provided through this contract.
13. Contractor agrees that when an individual is sent to an Emergency Department or Hospital for medical care or when an individual is being seen in an Emergency Department in order to determine if they are medically stable to be sent to the Contractor's facility for evaluation, the Contractor will work cooperatively with the Emergency Department to transfer the individual to the Contractor's facility for evaluation for admission or for continued treatment, whichever is applicable, as soon as possible after the Contractor is notified that the individual is medically stable to be discharged from the Emergency Department.
14. The Crisis Service Center staffing pattern may include shared coverage with Temporary Observation area and CSU as appropriate, while maintaining compliance with nursing requirements and staff-to-patient ratio requirements.
15. The Crisis Service Center and Temporary Observation staffing patterns must utilize sufficient staffing, including sufficient physician/extended coverage to provide timely evaluations, admissions and discharges to ensure consumers are served in the least restrictive environment that meets their needs.
16. The Temporary Observation function service must ensure a discharge timeframe reflective of service demand and individual care need, to ensure access and appropriate utilization of this service. The duration is expected to typically be less than 24 hours but may be longer due to circumstances such as bed availability, timing of admission, or whenever clinically appropriate to meet the person's need.
17. Contractor's staff are to engage in community outreach; actively collaborate with local emergency rooms, law enforcement, judges, and mobile crisis teams; distribute information and marketing materials to community partners; and participate quarterly at a minimum in local collaboratives with mobile crisis, community BH providers, emergency rooms, law enforcement agencies, probate judges, and other community partners and stakeholders.

18. Contractor will provide transportation as needed for transfers to inpatient level of care, medical treatment, and/or to provide or arrange for transportation of individuals who are brought in by law enforcement (whether admitted or not) and/or persons admitted to the service at the time of their discharge to ensure access to the program and a timely return to the community upon discharge.
19. Contractor agrees to participate in repeat admission review coordination activities with state hospitals and community providers for all consumers who have three or more admissions in a twelve month period or a total of ten or more admissions to determine reasons for repeat admissions and develop strategies to promote successful discharge.

F. Reporting:

- a. Contractor will adhere to procedures for using the BHL Referral Status and Bed Tracking boards, including reviewing and responding to referrals within the time frames specified, reporting accurate information regarding admissions, discharges, census, acuity, and reason for refusal of referrals.
- b. BHCC will minimally track and report utilization and performance information in the format provided by the Department. Information may include, but is not limited to:
 - i. Consumer demographics;
 - ii. Length of time that individuals stay in Temporary Observation area, if applicable;
 - iii. Disposition for all individuals admitted to Temporary Observation area, if applicable;
 - iv. Length of time from entrance to disposition;
 - v. Disposition type/location of all individuals evaluated;
 - vi. Vacancy/utilization rate for all Crisis Services;
 - vii. The number of voluntary and involuntary presentations;
 - viii. Tracking and reporting of staff vacancies; key positions that must be reported if vacant include, but are not limited to, all nurse(s), physician, and the facility director.

G. Payment:

1. Contract reimbursement shall be provided on an expense reimbursement basis.
2. Contractor shall submit by the 10th of each month actual expenditures from the prior month. Invoices must detail actual expenses of providing this BHCC service, including revenue from other sources utilized in support of this BHCC service.
3. The Department reserves the right to administer performance adjustments to reimbursement of this contract.
4. Failure to operate or perform any required components of any of the integral elements of this BHCC service shall result in performance adjustments; required components include but are not limited to, synchronous updating and monitoring of the whiteboard/BHL Referral Status and Bed Tracking boards, 24/7 crisis walk-in and temporary observation.
5. Personnel and operating expenses shall be reimbursed in accordance with the budget provided.