

STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENTAL ADMINISTRATIVE INFORMATION

Expense: <u>X</u>		DBHDD CONTRACT #:	<u>44100-906-CMA00005299</u>
Total Obligation:	\$ <u>400,000.00</u>	Contractor's FEI #:	<u>58-6001729</u>
		Contractor's FY End Date:	<u>06-30</u>
		Contractor's Entity Type:	<u>Public</u>
Federal:	\$ <u>400,000.00</u>	NIGP Code:	<u>95262</u>
State:	\$ <u>0.00</u>	CFDA #:	<u>93.959</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 Hl 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.

PARA #102 PERIOD OF CONTRACT:

(102C) 05/01/2019

- A. This contract has an effective beginning date of the 1st day of October 2024, and shall terminate on the 30th day of September 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.

PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(103) 05/02/2014

A. Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the Department and the Contractor may be changed during the term of this contract by written notification to the other party by the Department or by the Contractor.

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Georgia Department of Behavioral Health and Developmental Disabilities
Division of Behavioral Health
Attn: Kristal Davidson
200 Piedmont Ave. S.E
Atlanta, GA 30334
Telephone #: 404-232-1584
Fax #: 404-443-2461
E-mail: kristal.davidson@dbhdd.ga.gov

2. The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Fulton County Department of Behavioral Health and Developmental Disabilities
Attn: LaTrina Foster
99 Jessie Hill Drive, SE, Suite 409A
Atlanta, GA 30303
Telephone #: 404-613-1205
E-mail: LaTrina.Foster@fultoncountyga.gov

B. Mailing Address for Contract Payments:

The Contractor's mailing address for contract payment checks or remittance advice (for electronic funds transfer only) is:

Fulton County Department of Behavioral Health and Developmental Disabilities
99 Jessie Hill Drive, SE, Suite 409A
Atlanta, GA 30303

C. Contract Service Delivery Sites

This contract involves one service delivery site, the address of which is indicated below. The Contractor may move the service delivery site during the term of this contract with written approval of the Department's division or office director, provided the total cost of the contract does not either increase or decrease.

Fulton County Clubhouse
1480 Delowe Drive
Atlanta GA 30344

PARA #104 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

(104A) 06/22/2022

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations (including but not limited to 28 C.F.R. Part 36), 29 U.S.C. § 701 et seq., and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

- D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

(105) 03/08/2017

- A. The Contractor agrees to abide, and to ensure that its subcontractors (if subcontracting is permitted under this Contract) abide, by all State and Federal laws, rules and regulations regarding confidentiality of every Individual's records, including but not limited to Federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§ 37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.
- B. Contractor further agrees not to divulge any information concerning any Individual to any unauthorized person without the written consent of the Individual, or guardian of the person of an Individual, or parent or court-appointed custodian of a minor Individual, as applicable.
- C. Contractor acknowledges that some material and information that may come into its possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, and that the disclosure of such information to or use of such information by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law.
- D. Contractor hereby expressly agrees to immediately remove its employees or subcontractors from performing any work in connection with this Contract upon DBHDD giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for DBHDD may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- E. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged and/or protected health information under any applicable law or regulation, it will inform DBHDD in writing within two (2) business days of the receipt of the request. Contractor further will inform the Open Records Act requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow DBHDD the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged or protected health information that may be responsive to the request. Contractor shall not release the requested information to the requesting party until two (2) weeks following Contractor's receipt of the request, unless DBHDD expressly authorizes an earlier release in writing.

PARA #106 CONFLICT OF INTEREST:

(111) 04/19/2021

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 *et seq.*, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #107 CONTRACT MODIFICATION/ALTERATION:

(107) 04/29/2020

- A. No modification or alteration of the terms and conditions of this Contract, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DBHDD agreement number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B or C immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) is reduced during the term of this Contract, DBHDD has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a Contract amendment or a termination of the Contract. The certification by the Commissioner of DBHDD of the occurrence of either the reductions stated above or termination of this Contract shall be conclusive.
- C. In the event that a state of emergency (including, but not limited to, a public health emergency) for or including the State of Georgia is declared by the President of the United States or the Governor of Georgia during the term of this Contract, DBHDD has the absolute right, in its sole discretion, to make financial and other adjustments to this Contract, and/or to modify other terms of this Contract, unilaterally, and to notify the Contractor accordingly.

PARA #108 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(108) 04/08/2013

The Department reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the Department that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract. Alternatively, or additionally, the Department may require further proof of reimbursable expenses

prior to payment thereof, and/or require improvement, at the discretion of and to the satisfaction of the Department, in the programmatic performance or service delivery.

PARA #109 NOTIFICATION OF BREACH OR FAILURE TO PERFORM AND OPPORTUNITY TO CURE:

(206) 03/08/2017

- A. In the event DBHDD determines that the Contractor has breached or failed to perform any of the terms of this Contract, DBHDD may, in its sole discretion, within a reasonable time after determination of such breach or failure by Contractor, notify the Contractor of the breach or failure to perform by e-mail or by U.S. mail. The notice may, at the discretion of DBHDD, inform the Contractor of any opportunity to cure the breach or failure to perform, to include development and implementation of a corrective action plan (CAP), and in such event will further provide the time period for the completion of such cure or plan. DBHDD is not required to provide notice or opportunity to cure.
- B. Corrective Action Plan: Upon notice to the Contractor of a failure to perform or breach of the terms of this Contract, DBHDD may require and/or permit the Contractor to develop and implement a Corrective Action Plan (CAP). The CAP must be developed by the Contractor within the time period specified by DBHDD and must be submitted to DBHDD for approval. A CAP must be specific and must, at a minimum, include provisions aimed toward correction of the deficiencies, indicate reasonable completion dates, fully describe the methodology to be used to accomplish complete and permanent corrective action, and describe methods for ensuring full compliance with the CAP. Failure to comply with a submitted CAP may result in actions outlined in the Contract or in DBHDD policy. DBHDD may require the Contractor, as a part of a CAP, to participate in a program of technical assistance provided by or on behalf of DBHDD, any cost of which, when applicable, shall be borne by the Contractor.

PARA #110 SEVERABILITY:

(109) 05/01/2015

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #111 TERMINATION:

(110A) 05/22/2024

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exists or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such sources of reimbursement, then this contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon 60 days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon 30 days prior written notice to the Contractor.
- D. Notwithstanding any other provision of this contract, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
 - 1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - 2. Contractor, any of its subcontractors, any employee or owner principal of the Contractor, or any employee or owner or principal of any subcontractor, violates or fails to comply with any law or regulation, or is convicted of violating or failing to comply with any law or regulation (whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place), during the term of this Contract. Laws and regulations contemplated by this subparagraph (B) include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicaid fraud and/or fraud against the State of Georgia or the federal government.
 - 3. Contractor or any subcontractor provides any fraudulent or misleading information to DBHDD, or to agents or contractors of DBHDD who monitor the Contractor's service delivery or who monitor any Individual served by the Contractor (including, but not limited to, support coordination contractors and the support coordinators employed by them, auditors or reviewers employed by DBHDD, ASO employees who conduct inspections or reviews of the Contractor, etc.), or to Individuals or other consumers/clients of Contractor, or to other state or federal government

agencies; or it is discovered that the Contractor has, during the term of a previous contract with DBHDD or in Contractor's application or bidding materials for this or any previous contract with DBHDD, provided any fraudulent or misleading information to any such person or agency.

4. Contractor has exhibited an inability to meet its financial or services obligations under this contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Contractor for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
8. The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
10. If Contractor is:
 - a. A natural person (i.e. not a business entity) or
 - b. A LLC, corporation, or other entity, in which only one natural person performs or carries out the substantive services contemplated by this Contract,

then the Department may immediately terminate this contract if the Department or another government agency concludes, after an investigation, that the said natural person has, in the course of employment or contract with another DBHDD contractor or DBHDD-enrolled provider agency, abused, neglected, exploited, or significantly failed to protect or more individuals served by that other contractor or provider agency.

PARA #112 COOPERATION IN TRANSITION OF SERVICES:

(111) 05/25/2021

- A. If Contractor terminates services to an Individual, Contractor shall give at least 30 days' notice prior to such termination of services to the DBHDD Regional Office for the service area in which Individual has been receiving services. Whenever Contractor's services to Individuals are ceasing or will be ceasing (whether due to the termination or expiration of this Contract, the Contractor's cessation of services, or for any other reason), the Contractor and the new service provider shall cooperate with each other and with DBHDD and DBHDD's agents in coordinating the transition of the Individual. In any event, the original Contractor shall continue to provide services to the Individual until transition is complete, in order to ensure continuity of care and maintenance of health and safety for the Individual; and the coordination of transition will include, but not be limited to, the transfer of the Individual's records, personal belongings and funds, and the Contractor shall be compensated, at the rate contemplated by this Contract, for services properly delivered to the Individual prior to the completion of the transition.
- B. Contractor further agrees that should it go out of business or cease to operate for any reason (including but not limited to suspension or termination of this Contract, either by Contractor or by DBHDD), it will follow the requirements contained in DBHDD policies [Actions Necessary upon Closure, Suspension of Services, or Termination of a DBHDD Community Services Provider, 04-119](#) and [Maintenance of Records for Closed Providers, 04-117](#).

PARA #113 FORCE MAJEURE:

(112) 05/01/2015

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the services to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, DBHDD will be entitled to an equitable adjustment to the fees and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict DBHDD from taking any measures DBHDD may in its discretion deem necessary to ensure the health and safety of the Individuals served by the Contractor; and such measures may include, but are not limited to, the transition or re-assignment of any or all of those Individuals to other Contractors.

PARA #114 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:

(154) 06/23/2022

Contractor shall comply with DBHDD policy [Disaster Preparedness, Response, and Disaster Recovery Requirements for Community Providers, 04-102](#).

PARA #115 ACCESS TO RECORDS AND INVESTIGATION:

(113) 05/22/2024

- A. State and Federal government agencies, including but not limited to DBHDD; the Department of Human Services, including the Division of Family and Children Services and its office of Adult Protective Services; and the Department of Community Health and its authorized agents, shall have full and complete access to all Individual records, electronic health records system and audit trail logs, administrative records, financial records, pertinent books, documents, papers, correspondence (including e-mails), management reports, memoranda, audio and video recordings, and any other records of the Contractor and its subcontractors in electronic or other form, as well as full and complete access to employees and subcontractors (and employees of subcontractors) of Contractor outside the presence of other persons and without recording or monitoring by Contractor, for the purpose of conducting reviews, audits, investigations, or examinations of delivery of services by Contractor, or of delivery of services by any other agency/provider who has provided services authorized by DBHDD, or of any other conduct of Contractor or any other agency/provider affecting the Individuals served by the Contractor. Contractor and subcontractor record retention requirements are seven (7) years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. Notwithstanding any law to the contrary, to ensure the quality and integrity of Individual care, Contractor shall be required to provide DBHDD or authorized agents, upon request, complete access to, including but not limited to authorization to examine and reproduce (and to remove reproductions from Contractor's premises), any records in electronic or other form required to be maintained in accordance with this Contract and any subcontracts, the HIPAA Business Associate Agreement if applicable, standards, or rules and regulations of DBHDD or pursuant to State laws and regulations.
- C. The Contractor agrees that DBHDD or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of the Contractor or subcontractor. The Contractor agrees to cooperate fully in such investigations by providing DBHDD full access to its records and the records of subcontractors, and to allow its employees to be interviewed by DBHDD investigators, outside the presence of other persons, during such investigations.
- D. DBHDD and its authorized agents shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of its subcontractors. Such monitoring and inspection activities may include, without limitation: onsite health and safety inspections; financial and quality/clinical audits; review of any electronic or other records developed directly or indirectly as a result of this Contract; review of electronic health record systems and associated system audit trail logs for records of Individuals covered under this Contract; review of management systems, policies and procedures; review of service authorization and utilization activities; and review of any other areas, activities or materials relevant to or pertaining to this Contract or the HIPAA Business Associate Agreement if applicable. DBHDD may require the Contractor to develop corrective action plans as appropriate. DBHDD may require such corrective action plans to include requiring the Contractor to make changes and/or ensure changes by any subcontractor in service authorization, utilization practices, and/or any activity deemed necessary by DBHDD.

PARA #116 MAINTENANCE OF INDIVIDUAL RECORDS:

(209) 05/02/2016

The Contractor agrees to maintain records of service provision for each Individual in accordance with all applicable laws, rules, regulations, Provider Manuals developed by DBHDD, DBHDD policies, and all applicable Medicaid Policies and Procedures and Medicaid waivers.

- A. The Contractor will maintain Individual records in a manner which will distinguish the Individuals whose services are delivered pursuant to this Contract from other Individuals receiving services from Contractor. The Contractor agrees to permit and assist as requested in a random sampling of Individual records by DBHDD's staff or designee to verify the eligibility of Individuals served under this Contract.
- B. The Contractor agrees to protect from unauthorized disclosure all information, records and data collected pertaining to Individuals under this Contract. Confidentiality and security shall be strictly maintained as required by State and Federal laws and requirements.
- C. The Contractor agrees to maintain sufficient records to show fiscal and program responsibilities and to maintain sufficient books, records and ledgers for the purpose of inspection, monitoring and auditing. Financial records will accurately account for expenditures of State and Federal funds in accordance with the accounting procedures as specified in Provider Manuals developed by DBHDD and applicable to the Contractor.

PARA #117 COORDINATION OF CARE:

(118) 05/01/2015

In the event that an Individual needs services outside the array of services provided by Contractor under this Contract, Contractor further agrees to contact the Georgia Crisis and Access Line at (800) 715-4225 (24/7/365 availability) for referral information to other services to help the Individual.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS:

(118) 03/08/2017

The Contractor agrees that DBHDD or its authorized agent may withhold net payments (voucher deduction) equal to the amount of any overpayment, improper payment, or permissible recoupment which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also, in DBHDD's discretion, repay DBHDD for the total exception by check.

PARA #119 SUBCONTRACTS:

(115A) 04/29/2020

- A. Any subcontracts or delegation of services herein will be submitted to the Department for approval prior to execution of such subcontract or delegation (County Boards of Health, hereinafter referred to as "Board," must comply with Georgia Code, Title 31). The Contractor/Board specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor/Board will ensure that the subcontractor both understands and abides by all pertinent provisions of the contract and regulations applicable to the subcontractor. The Contractor/Board agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. The Department's division/office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.
- B. If the Contractor subcontracts for the provision of all deliverables pursuant to this contract, the Contractor must require in each subcontract, that the subcontractor (s) must adhere to each provision of this contract related to the quality and quantity of the deliverables, compliance with state and federal laws and regulations, confidentiality including a HIPAA Business Associate Agreement where applicable, and auditing, including access to records and contract administration.
- C. The Contractor shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The Contractor's failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case the Department may pursue appropriate remedies as a result of such breach.
- D. Contractor agrees that it will compensate the subcontractor with reasonable amounts that will be sufficient to provide quality services to the consumer/client/individuals to be served under this contract.
- E. If Contractor is a HIPAA Business Associate of DBHDD, then effective September 23, 2013, Contractor must obtain a HIPAA Business Associate Agreement with any and all subcontractors that create, receive, maintain or transmit protected health information (PHI) on behalf of Contractor for the work of this Contract. Such HIPAA Business Associate Agreement shall be in compliance with the requirements of HIPAA regulations at 45 CFR Parts 160 and 164, as from time to time amended. Contractor shall provide copies of all such HIPAA Business Associate Agreements to the Department upon request and shall retain copies of such HIPAA Business Associate Agreements and related documentation of compliance with HIPAA for no less than six (6) years following the termination of this Contract, the HIPAA Business Associate Agreement with the subcontractor, or the conclusion of all activity under such contracts and agreements, whichever is latest.

PARA #120 PUBLICITY:

(116) 05/22/2024

Contractors must ensure that any publicity given to the program or services provided herein identifies DBHDD as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from DBHDD's managing programmatic division/office. All media and public information materials must also be approved by DBHDD Office of Communications. In addition, the Contractor shall not display DBHDD's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Office of Communications. Publicity materials shall not include photographs or identifying information of any individual unless the individual has given prior valid written authorization, which authorization shall be available to the Department upon request.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(124) 05/02/2014

Any documents, electronic data or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, and ownership interest in any such documents shall vest in the Department immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. Inventions and patents. The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the Department. The federal agency and the Department shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and Departmental purposes.

- C. Publications: All publications, including pamphlets, artwork, and reports shall be submitted to the Department on disk or electronically.

PARA #122 CONSULTANT/STUDY CONTRACT:

(118) 06/23/2022

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Behavioral Health and Developmental Disabilities, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the Individuals/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Behavioral Health and Developmental Disabilities Policy 25-101, Research, Protection of Human Subjects, and Institutional Review Board (IRB) and Policy 25-102, Submission, Approval, and Oversight of Research Projects using DBHDD Datasets.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(119) 05/01/2015

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required for the performance of this Contract, prior to and during the performance of this Contract. Contractor shall submit all current and renewed licenses to DBHDD. The Contractor will immediately notify DBHDD of any deficiencies noted when its facilities or programs are reviewed or surveyed by any licensing agency or authority.
- B. The Contractor is responsible to ensure that subcontractors and all employees and personnel of subcontractors are appropriately licensed.
- C. Contractor agrees to immediately notify DBHDD if any license of Contractor or any subcontractor is suspended or revoked.

PARA #124 DRUGFREE WORKPLACE:

(120) 06/23/2022

- A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102 et seq.) and that:
1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 2. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
1. The Contractor has made false certification hereinabove; or
 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #125 TOBACCO AND SMOKE FREE ENVIRONMENT:

(126) 03/08/2017

It is the policy of the Department to provide a tobacco and smoke free environment in all its facilities where services are provided to Individuals/customers/clients. Contractor agrees that it and its employees, agents, subcontractors, and employees and agents of subcontractors shall not use any tobacco product or smoke in and/or on the grounds of any Department facilities and/or in all Department vehicles used to transport Individuals/customers/clients.

PARA #126 NONSMOKING POLICY FOR CHILDREN SERVICES:

(127) 06/23/2022

The Contractor agrees to comply with Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994, as codified at 20 U.S.C.A. § 7183, as well as with the Act's implementing regulations, which require that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the

provisions of the law may result in the imposition of a civil monetary penalty for each violation and/or the imposition of an administrative compliance order on the Contractor.

PARA #127 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (136B) 04/30/2001

- A. Pursuant to Section 1352 of Public Law 101-121, the Contractor agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as **Annex A**.
 3. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department
 4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- B. Contractor further agrees that in accordance with the federal appropriations act:
1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
 2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Contractor further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #128 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR AND SUBCONTRACTOR: (153) 06/23/2022

Contractor shall comply, and shall ensure that all of Contractor's subcontractors comply, with DBHDD policy [Criminal History Records Check for DBHDD Network Provider Applicants, 04-104](#).

PARA #129 INDEMNIFICATION:

(124) 03/08/2017

- A. To the extent allowed by law, Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DBHDD, the Department of Community Health, the Department of Administrative Services, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
- B. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such amounts paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.
- C. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved in writing by the Indemnitees.

PARA #130 DEBARMENT:

(140) 06/23/2022

In accordance with Executive Order 12549, Debarment and Suspension, including any applicable implementing regulations at 45 CFR Part 76, 100-510 or elsewhere in the Code of Federal Regulations, Contractor certifies by signing **Annex B** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #131 CONTRACTOR ACCREDITATION/TIER 1 STANDARDS REQUIREMENTS:

(119) 05/02/2016

The Contractor agrees to maintain or obtain the required accreditation as outlined in [Accreditation and Standards Compliance Requirements for Providers of Behavioral Health Services, 01-103](#) and comply with the standards found in [Comprehensive Community Provider \(CCP\) Standards for Georgia's Tier 1 Behavioral Health Safety Net, 01-200](#) necessary to provide services prior to and during the performance of this contract. Contractor agrees that if it loses or fails to obtain any required accreditation or standards compliance that this contract may be terminated immediately in whole or in part.

PARA #132 QUALITY IMPROVEMENT PROGRAM, PROGRAMMATIC DATA, AND REVIEWS:

(204) 05/01/2015

- A. The Contractor agrees to follow the provisions of DBHDD's Quality Management Plans and Quality Improvement and Risk Management standards found in the applicable Provider Manual(s) and Policies. The Contractor agrees to keep on file to be reviewed upon audit or upon the request of DBHDD, the current Quality Improvement (QI) Program Plan and QI policy of the Contractor and other supporting documentation as necessary. Such program must address methods to conduct and incorporate the results of assessment of quality of services delivered, outcome-based evaluation, and satisfaction with services by the individuals served.
- B. The Contractor agrees to participate in DBHDD's quality and performance management programs and processes which may be modified during the course of the Contract period. Participation includes, but is not limited to, providing all key performance and outcome indicators of service quality and contract compliance and other required programmatic data reports within required timeframes and deadlines and facilitating DBHDD access to individuals served, program staff, treatment records, and incident/injury data.
- C. The Contractor agrees to participate in all mandatory Contractor meetings, training and technical assistance events as specified by DBHDD. This may involve training or technical assistance provided to all Contractors, to Contractors of certain services, or to an individual Contractor. This training and technical assistance is not limited to instances in which a deficiency has been identified.

PARA #133 NOTICE OF LEGAL ACTION:

(152) 06/23/2022

The Contractor agrees to provide written notice to DBHDD, at the address listed in Paragraph #103 of this Contract, of any legal action or adverse notice listed below, within ten (10) calendar days following the date the Contractor initiates or receives such notice. The notice to DBHDD shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by the Contractor, and any actions, including but not limited to the following would necessitate a notice:

- A. Any action, proposed action, suit or counterclaim filed by or filed against Contractor, relating in any way to this Contract or to services delivered pursuant to this Contract;
- B. Any administrative or regulatory action or proposed action regarding its business or operations;
- C. Any denial of or withdrawal of Contractor status from Medicaid or Medicare or any payback required by Medicaid;
- D. Any claim made against the Contractor by an Individual, subcontractor or supplier, or made by the Contractor against an Individual, subcontractor or supplier, having the potential to result in litigation related in any way to this Contract;
- E. The filing of a petition in bankruptcy by the Contractor or by or against a principal subcontractor, or the insolvency of a principal subcontractor;
- F. The conviction of (i) any person who has an ownership or controlling interest in the Contractor, (ii) any subcontractor or supplier of Contractor, or (iii) any person who is an agent or managing employee of any subcontractor or supplier of Contractor, of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act; or
- G. The sale of assets, merger, or change of control of the Contractor or assignment of some or all of the Contractor's corporate functions or services. In such an event, Contractor must also comply with any applicable requirements in the Department of Community Health Medicaid Policies and Procedures manuals concerning sale of assets, merger, change of control, or assignment of corporate functions or services, including but not limited to Section 105.9 of the Part I Policies and Procedures for Medicaid/PeachCare for Kids manual (maintained by the Department of Community Health), as from time to time amended or re-numbered.

PARA #134 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:

(403) 06/23/2022

Contractor shall ensure that Individuals served are protected from abuse, neglect and exploitation and treated with dignity and respect at all times.

Contractor shall comply, and shall ensure that its subcontractors (if subcontracting is permitted hereunder) comply, with DBHDD policies *Reporting Deaths and Other Incidents in Community Services 04-106* and *Complaints and Grievances Regarding Community Services, 19-101*.

PARA #135 INSURANCE:

(125) 06/23/2022

The following requirements shall be adhered to by Contractor throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish DBHDD an insurance certificate of the coverage required in this section listing DBHDD as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions and endorsements); and, an acknowledgment that notice of cancellation is required to be given to DBHDD. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00.
- E. Contractor must maintain or must ensure that each licensed professional employed or contracted by Contractor maintains, Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. Each such policy must provide liability limits of \$1,000,000.00 per occurrence for each licensed professional insured by the policy. For each such policy, Contractor must submit to DBHDD certificates complying with the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 60 days prior written notice has been given to DBHDD. Certificates of Insurance showing such coverage to be in force shall be filed with DBHDD prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DBHDD. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

PARA #136 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY:

(156) 05/22/2024

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "SSHP Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the SSHP Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with Department employees; and on an annual basis thereafter; and,
3. Upon request by the Department, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees or subcontractors, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf> ;
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing Department premises and prior to interacting with Department employees; and on an annual basis thereafter; and
3. Upon request of the Department, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

PARA #137 REQUESTS FOR FINANCIAL INFORMATION:

(1288) 05/22/2024

The Contractor/Provider shall fully and promptly comply with all reporting requirements and requests for information issued by the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) or its authorized designee. The Contractor/Provider shall provide such information in the format requested by DBHDD. The Contractor/Provider shall ensure that its staff comply wholly and promptly with all requests for information. The Contractor/Provider shall comply promptly with requests by DBHDD or its authorized agent for financial information, records, and documents related to evaluating the costs of programs and services. Requested information and documentation may include, but is not limited to, information and documentation regarding (i) the Contractor's/Provider's contractual agreements, (ii) the Contractor's/Provider's personnel costs, (iii) the Contractor's/Provider's operating costs, and (iv) any party providing

services that will or may be paid for by the Contractor/Provider with funds received from DBHDD, including, but not limited to, management and consulting services rendered to the Contractor/Provider.

SECTION II SPECIAL TERMS AND CONDITIONS

SECTION II A

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 03/17/2003

WITNESSETH:

WHEREAS, the Department has a need for and desires recovery support clubhouse services for youth with SUD in Region 3.

AND

WHEREAS, the Contractor has represented to the Department its willingness and ability to provide the services and/or products identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees that the proposal, approved by the Department, is by reference made a part of this contract, and is attached hereto as Annex C.

AND

- B. The Department will provide technical assistance as needed.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301C) 05/01/2019

The total approved budget for this contract is **\$400,000.00**. The Department will make payments to the Contractor based upon reimbursement for actual expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed **\$400,000.00**.

PARA #302 CONTRACT BUDGET ANNEX:

(303) 02/23/1996

- A. The budget attached to this contract as Annex D is made a part of this contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

Deduction Alternative Additional Cost Alternative
 Cost Sharing or Matching Alternative No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(304A) 02/23/1996

The line items within the budget or total contract dollars may not be exceeded. Exceeding a line item will be a basis for audit disallowance.

PARA #304 PROGRAMMATIC REPORT:

(305) 03/03/1986

The Contractor agrees to submit a monthly programmatic/performance statistical report not later than the 10th working day after the end of each month during the term of this contract. The report form to be used is attached to this contract as Annex E.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(306A) 03/01/1992

The Contractor agrees to submit a monthly expenditure report not later than the 10th working day following the end of each month during the term of this contract. The Contractor further agrees to submit the final supplemental expenditure report on this contract, if required, not later than 45 days following the contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this contract as Annex D.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401A) 05/16/2023

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits or investigations. Contractor understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, as from time to time amended. Further, it is agreed that as a Business Associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the HIPAA Business Associate Agreement, attached hereto as **Annex F**, which the Contractor agrees to by signing this contract. It is understood and agreed that the Department would not be able to make this Contract with Contractor unless Contractor agrees to the terms of the HIPAA Business Associate Agreement terms. Such HIPAA Business Associate Agreement is effective simultaneously with this contract/amendment. However, the HIPAA Business Associate Agreement will survive this contract/amendment pursuant to the terms of the HIPAA Business Associate Agreement.

B. Compliance with Security Management Process:

Upon request the Contractor agrees to provide to the DBHDD Office of Information Technology (OIT) a secure network connection allowing electronic access to all contractor's facilities that receive, transmit, store or process DBHDD electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DBHDD OIT in order for DBHDD to conduct risk analysis, risk management and information system activity reviews with regard to security of DBHDD's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

C. 45 CFR Part 75; as used in this contract, the word Contractor is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

D. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated April 1, 2021 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

E. Compliance with Federal and State Immigration Laws:

1. The Contractor agrees that throughout the performance of all applicable work in this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions of 8 U.S.C. § 1324a and O.C.G.A. §13-10-90 et seq., Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract or sub-subcontract hereunder.
2. Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.
3. Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract for services hereunder and to require subcontractors to include such provisions in all sub-subcontracts for services hereunder.

F. Advance federal agency approval of cost:

It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.

G. The federal cost principles for determining allowable costs for this contract is the OMB Supercircular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants," codified at 2 C.F.R. Part 200, including Appendix VII for contracts with state and local governments and any other applicable Appendix or Appendices.

H. Fair Labor Standards Act of 1938, as amended.

I. Title XIX, Part B - Block Grants Regarding Mental Health and Substance Abuse, Section 1921 - 1935, 1941-1956. (93.959)

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 05/17/2023

All DBHDD Contractors are required to comply with the financial reporting requirements set forth [External Entities Audit Standards, 16-101](#). It is the responsibility of the Contractor to understand and comply with these requirements as prescribed.

Contractor further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the Contractor's fiscal year:

One (1) electronic copy to:
[State Reporting \(https://dbhddapps.dbhdd.ga.gov/dbhddappsuser\)](https://dbhddapps.dbhdd.ga.gov/dbhddappsuser)
DBHDD Office of Internal Audit
200 Piedmont Avenue, S.E.
5th Floor, West Tower
Atlanta, Georgia 30334-9026

One (1) copy to:
State Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.; Suite 1-156
Atlanta, Georgia 30334-8400

Additional Financial Reporting Requirements

Contractor will protect the confidentiality of all protected health information and confidential consumer clinical record information from disclosure to auditors where reasonably possible. If such disclosure to an auditor (other than auditors employed by DBHDD or the ASO) is necessary for the audit to be conducted Contractor will obtain a Business Associate Agreement with the auditor which agreement complies with the Health Insurance Portability and Accountability Act of 1996 and its regulations (the "Privacy Rule"), 45 CFR Parts 160 and 164, to protect the confidentiality of protected health information and clinical record information. Contractor will comply with requirements of the Privacy Rule to report to the Regional Field Office any known unauthorized disclosure or redisclosure of protected health information or clinical record information arising out of or relating to any audit required hereunder and mitigate damages pursuant to the Privacy Rule.

Contractor understands that according to the provisions of this contract and as described in the Department's [External Entities Audit Standards 16-101](#) policy, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the Contractor from receiving funds from any State organization for a period of twelve (12) months from the date of notification by DBHDD or the State Department of Audits and Accounts.

Contractor understands that according to the provisions of this contract, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments and/or terminate this contract.

PARA #403 NO AMENDMENT TO CONTRACT:

(156) 04/19/2021

This Contract is being presented to Contractor for execution and will be returned to DBHDD for the signature of authorized DBHDD personnel. Subsequent to the transmission of this Contract by DBHDD to Contractor for Contractor's execution, no amendment, addition, or alteration to this Contract made by Contractor or by any other person shall be effective to amend the terms of this Contract unless such amendment, addition, or alteration is specifically and expressly accepted in writing by an authorized representative of DBHDD. The signature of this Contract by DBHDD, in itself, shall not constitute specific and express acceptance of any such amendment, addition, or alteration. By executing this Contract, Contractor certifies that Contractor has not made any amendment, addition, or alteration to this Contract as further evidenced by Contractor certification on [Annex G](#).

PARA #404 ENTIRE UNDERSTANDING, CONDITIONS OF ACCEPTANCE AND MISCELLANEOUS PROVISIONS: (404) 04/29/2020

This Contract together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

Contractor's acceptance of this Contract must be manifested by (i) execution of this Contract by Contractor, and (ii) the return of this Contract to DBHDD along with documentation, as requested by DBHDD in correspondence accompanying DBHDD's offer of this Contract, evidencing Contractor's compliance with insurance, licensing, credentialing, and other requirements as set forth in this Contract and in DBHDD policies and manuals. Prior to the execution of this Contract by DBHDD, DBHDD may revoke its offer of this Contract if Contractor fails to timely execute and return this Contract, or if Contractor returns this Contract without the requested documentation.

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

Time is of the essence of this Contract.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 04/29/2020

This contract includes annexes as listed below, which are hereto attached:

Annex A	Certification Regarding Lobbying
Annex B	Debarment Certification
Annex C	Contract Deliverables (Proposal)
Annex D	Contract Budget and Cumulative Expenditure Report
Annex E	Programmatic Report
Annex F	HIPAA Business Associate Agreement
Annex G	Contractor Verification Form

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 signatures the day and year first above written.

CONTRACTOR EXECUTION:

DEPARTMENTAL EXECUTION:



Signature

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



Date signed by Contractor

Commissioner or Authorized Designee



*Typed name of individual signing Chairman,

Commission of Fulton County

Date: 10/24/2024

Date signed by the Department



Attestor's Signature





Attestor's typed name



**Title of Attestor

*Must be Chairman or sole Commissioner

**Must be Clerk of Commission

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Official Authorized to Sign)

Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACT DELIVERABLES (PROPOSAL)

Recovery Support Clubhouse for Youth with Substance Use Disorders (SUD) Program Description

The Recovery Support Clubhouse is designed to provide support for youth as they strive to improve their life and wellness while decreasing or abstaining from alcohol and/or substance use. Members and staff work together to perform tasks at the clubhouse. The youth participate in life skills groups, social outings, educational supports, career development/exploration, and other activities that teach them how to maintain a healthy and sober lifestyle. Youth are connected to resources that will empower them to make informed decisions about their recovery.

The outcome objectives of the program are to:

1. Decrease substance use
2. Decrease DJJ involvement
3. Decrease behavioral problems
4. Increase positive social function
5. Increase school attendance and performance
6. Improve family involvement and relationships

II. Target Population

Adolescents between 13 – 17 years of age who are currently receiving or have completed treatment for issues related to alcohol and/or substance use.

III. Clubhouse Contract Expectations

1. Contractor shall work with other child serving agencies including school systems and community providers as needed for the purpose of referral to screen and assess youth who are in need of recovery support services for alcohol and other substance use.
2. ***Pre-Approved expenses are spending that must be authorized in advance by DBHDD Program Specialist. These are expenses not covered or cannot be billed to any of the line items of Section IV.***
3. The contractor shall operate the clubhouse at a maximum of 30 hours per week during the school year, and 40 hours per week during the summer months. During these hours of operation, supervised use of Clubhouse facilities shall be available to youth. The hours of operation shall include non-traditional hours during the week and on weekends in order to meet the youth's recovery support needs. Non-traditional hours shall include extended hours on Friday nights and at least eight hours on weekends (Sat-Sun).
4. The contractor shall have a written protocol in place for managing off-site activities/outings. The protocol shall include staffing requirements, rules/safety procedures and staff/youth ratio. The protocol should also address responding to client's misbehaviors, medical emergencies, or critical incidents. A copy of the protocol must be forwarded to DBHDD, Office of Addictive Diseases, Adolescent Program Specialist for review and approval within the first 30 days of the beginning of the contract period. Any edits to the protocol must be reviewed and approved by DBHDD.
5. A monthly schedule that includes hours of operation, groups, and activities should be posted in plain sight for consumers and visitors prior to commencement of the month that the schedule covers. The schedule should be updated and current in the clubhouse portal.
6. The program site is required to serve a **minimum** of 25 unique youth each month (at each location) under this contract.

IV. Clubhouse Deliverables (applicable for each location separately)

1. Contractors are required to administer an evidenced based substance use assessment tool prior admission to the Clubhouse program to determine or confirm the appropriate level of care for all youth receiving clubhouse services. A follow-up assessment must be completed at 60 days of youth receiving clubhouse services. Assessment results must be entered into the clubhouse portal.
2. The contractor shall submit an Organization Chart (for each location) to the State office Program Specialist that outlines the clubhouse staffing structure. The Org. Chart shall include staff name, and position. The contractor shall provide monthly updates to the Organization Chart in writing to the Office of Addictive Diseases and comply with all reporting requirements.
3. The following services shall be provided as components of the Clubhouse Recovery Support Program. Participation in each component should be based on individual need and the service guidelines delineated in this contract (and current DBHDD

Provider Manual). These Recovery Support Services cannot be billed under Medicaid or under DBHDD's Fee-for-Service system and are therefore only reimbursable under this contract.

- **Educational Services** - 5 days per week, 1 hour per day

An individualized Relapse Prevention Plan shall be developed that includes strategies for dealing with the youth's high-risk triggers and coping skills. Relapse Prevention Services can occur in a variety of settings and encompasses a variety of activities, such as relapse/recovery groups, 12-Step and self-help groups, and other clubhouse social/supportive activities.

Other educational programs include but not limited to one-on-one tutoring, GED classes, and SAT prep courses, assistance enrolling/re-enrolling in a formal educational program/setting, college tours.

- **Employment Services** – 1 hour per day, 2 – 3 times per week

Services to include skills assessment, skill building activities resume writing, assisting with completing applications, tutoring, interview skillsbuilding and linkages to paid and unpaid employment opportunities.

- **Nutrition Education** – 1 hour per day, not to include Off-site scheduled events

This program includes but not limited to cooking classes, nutritionist presentations, making healthy meal choices workshops, learning how to shop for groceries, learning how to read labels, experiencing food from a variety of cultures, learning proper dining etiquette, etc.

- **Off-Site Social Support Activities - REQUIREMENT of 4 off-site activities per month (1 per week) (Billed at a flat rate of \$2,250 (per location) monthly) Rate will be reduced if less than 25 youth served.**

Off-Site Social Activity Examples include but not limited to movies, bowling, paintball, skating, local park or recreational center, Aquarium, Coco-Cola Museum, Amusement Park, College Tour, etc.

Detailed description of activities including number of participants is required. Receipts and sign-in sheets may be requested. Maintain all receipts (originals or copies) related to all Off-site Social Support Activities in a file at the clubhouse site.

- **Family Involved Activities**

Clubhouse Recovery Support Programs shall offer a parental/caregiver participation component (other than telephone calls or one-to-one meetings with parents) a minimum of once per month. This component includes but is not limited to parent support groups, parenting skills, substance abuse education or an evidence-based parenting program for parents of youth with substance use issues, or a similar type of meeting led by a facilitator. Parents/caregivers who participate in onsite at the clubhouse can also participate in off-site activities. Clubhouse Programs should maintain documentation of efforts to invite families to such events and efforts to encourage participation.

Up to two (2) family members, per youth, allowed per event. Use this funding to pay for family when they participate **in onsite or off-site** activity with their youth.

- **Drug Screening (UDS)**

All youth participating in the clubhouse recovery support program must receive **random** drug testing at least once (1) per month, with testing results/levels to be reported on the Clubhouse On-line Portal for evaluation purposes; maximum 2 UDS allowed per month if deemed necessary. Reasons for not testing a client must be clearly stated on the Programmatic Report (and in the on-line portal). Positive results should **not** result in any punitive measures taken by Clubhouse staff regarding youth who test positive for a substance. Rather, results should be used as a supportive and therapeutic opportunity to engage youth in dialogue about their drug use.

Minimum: 1 UDS per month not to exceed 2 in one month period. - Expenses reimbursable at a rate of \$35 per screen, per youth, per month. Drug screens that are sent to a lab for further analysis can also be reimbursed. Laboratory invoice must be submitted with billing documents for reimbursement.

Other Billable Expenses

- **Pre-Approved Expenses**

Pre-Approved expenses are spending that must be authorized **in advance** by DBHDD Program Specialist. These are expenses not covered or cannot be billed to any of the other line items in the deliverables. The maximum for pre-approved per year is \$5,000.00 (for each location for total of \$10,000 for the contract period)

Reimbursement from these funds can only be requested two times during a contract period (February & July).

- **Regular Operating**

Regular Operating costs will be reimbursed at the flat rate of \$1,750 per month (for each location) (5.25% of the total contract amount – max. not to exceed 5.5% or \$22,000)

- **Transportation Costs**

Transportation to and from the program shall be provided to all participating youth who need it. If in-house transportation is unavailable, the contractor shall pay for public transport such as a taxi, bus, or ride share in the form of e-card or e-credits. Reported mileage will be reimbursed based on the current State mileage reimbursement rate as reported by SAO.

- **Other Direct Costs**

These expenses are those that are essential to the clubhouse program to ensure the quality of programming and service delivery. Funds are reimbursed at a flat rate of \$2,916 per month (for each location).

V. Staffing Requirements (applicable for each location)

1. Under the Recovery Support Clubhouse Contract, no contract provider shall operate the Clubhouse Program without a Clubhouse Director, and a Certified Addiction Counselor who is 100% dedicated to the Clubhouse Program and work on-site at the facility.
2. Other staff that will provide services under this contract must have at least one year of experience in providing behavioral health services to individuals with a substance use disorder or must receive at least weekly clinical supervision from a qualified Practitioner or Certified Addiction Counselor level II and above during the first year of employment.
3. Under the Recovery Support Clubhouse Contract, Contractor is required to hire a full time **Program Director** with a minimum of a bachelor's degree in a Human Services related field **and** a CACII or GCADC-II or MAC Credential who is 100% dedicated to the Clubhouse to oversee Clubhouse operations; administratively, clinically supervise Clubhouse staff; and establish and maintain relationships with other community providers, referral sources, and families by developing outreach services. These activities shall be carefully documented and made available to the DBHDD staff upon request.
4. Contractor is required to hire a minimum of one full time **Certified Addiction Counselor**, who has a minimum of a bachelor's degree, **and** is certified by the Alcohol and Drug Certification Board of GA (ADACB-GA) or the Georgia Addiction Counselors Association (GACA) – or Licensed Professional Counselor (LPC) with two years of experience working in the addiction field - who must be present at the clubhouse facility when youth are present and participating in Clubhouse activities.
5. Contractor shall hire additional **Addiction Counselor trainees, college interns and utilize volunteers to maintain a minimum of a 1 to 10 ratio (staff to youth) at the facility and 1 to 5 ratio off-site.** There must be a minimum of two staff present at all times when youth are participating in Clubhouse activities.
6. Contractor shall hire a minimum of one full time **Case Manager** who is 100% dedicated to the clubhouse program to offer the youth and family a single point of contact with the clubhouse program to ensure access and a coordinated response to tangible youth needs such as food, shelter, clothing, transportation, education, etc. The Case Manager will provide follow-up and on-going services to the youth. This includes but is not limited to home/residence visits to provide motivational support, follow-ups on absenteeism, facilitation of appointment keeping, telephone calls providing appointment reminders and barrier checks, conflict resolution around recovery support issues and other compliance related issues.
7. Contractor shall hire a minimum of one full time **Administrative Assistant/Secretary** to be on the Clubhouse site to work non-traditional hours to answer phone, support staff on schedule updates/posting, other administrative duties required to assist the Clubhouse.
8. Contractor shall hire a **Family Advocate** to work with families to promote family wellness and parent involvement programs to include advocacy, parent peer support group, and parent education and to support the implementation of family partnership process. The Family Advocate will operate as a liaison between the Clubhouse staff, youth, and parents in the recovery support process.

VI. Reporting

1. Contractor shall comply with all reporting requirements of DBHDD's contracted administrative services organization (ASO), and any other specific reporting required by DBHDD. This includes cooperating in all audits, site visits, responding with corrective

action plans, and implementing corrective action plans. All applicable Medicaid and ASO reporting requirements must be followed.

2. Contractor shall work with Georgia State University's evaluation team, The Center of Excellence (COE) who is responsible for evaluation and analysis of the Recovery Support Clubhouse for youth with SUD. This includes but is not limited to entering data into the Online Clubhouse Portal for evaluation and analysis.
3. Contractor shall comply with requests for participation in all training and meetings.
4. Contractor shall work with DBHDD Staff for technical assistance and program evaluation and submit to them all information requested during the clubhouse site visits, monitoring, and evaluation.

VII. Payment

1. Expenditures report and billing documents shall be submitted to the Office of Addictive Diseases following established procedures within ten (10) working days from last date of service month. DBHDD/Office of Addictive Diseases will review and approve the contractor's monthly billing documents and activity reports prior to payment authorization. Reimbursement for Recovery Support Services will be reduced if less than the minimum (25 unique youth) served during the month.
2. If Contractor fails to meet or fails to demonstrate adequate progress (as defined and/or determined by DBHDD) toward meeting the contracted level of services, Contractor will be notified and may be required or permitted to develop a plan of correction. Continued under performance may result in contract modification or other contract action, including termination of contract.
3. Contract Budget Revision Requests can only be submitted in the month of **April**.
4. Fiscal monitoring of spending will be conducted. Failure to maximize funds during the contract period may result in a budget reduction.
5. The total annual funding amount for the Recovery Support Clubhouse Program for Youth with SUD shall not exceed **\$400,000.00**

CONTRACT BUDGET AND MONTHLY CUMULATIVE CONTRACT EXPENDITURE REPORT

Contractor: Fulton County Department of Behavioral Health and Developmental Disabilities
 Contractor Number: 44100-906-CMA00005299 Contractor's Expenditure/Account #: _____

Electronic Funds Transfer?	Yes <input type="checkbox"/> (Must have completed authorization for EFT on file.)	No <input type="checkbox"/>
Remit Checks or Remittance Advice to:		
Name: _____	Address: _____	
Attn: _____	City/State/Zip: _____	

Type Expense	Approved Budget	Prior Cumulative Contract Expenditures	MONTH of _____ Expenditures for Reimbursement	Balance of Funds
A. Personnel Services	\$ 260,000.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Pre-approved Funds	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Regular Operating	\$ 21,000.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Educational Services	\$ 12,000.00	\$ 0.00	\$ 0.00	\$ 0.00
E. Nutrition Education	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00
F. Employment Services	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00
G. Family Involved Activities	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00
H. Transportation Costs	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00
I. Drug Screen Expenses	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00
J. Off-Site Social Activities	\$ 27,000.00	\$ 0.00	\$ 0.00	\$ 0.00
K. Other Direct Costs	\$ 35,000.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00

I, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items:

Prepared by: _____	Approval for Payment: _____
Contractor Signature	Signature of DBHDD Approving Authority
Typed Name and Title	Typed Name and Title
Date	Date Approved
Phone	

PROGRAMMATIC REPORT

Clubhouse Name	Recovery Support Clubhouse Programmatic Report	
Required Deliverables	Date & Description of Service Provided	# of Clients Served
Personnel Services - Provide justification for any positions in addition to the 5 positions required as a part of the contract deliverables or any DBHDD approved modifications to Staffing/Personnel Services		
Pre- Approved Funds		
Off-Site Social Supports		
Educational Services		
Employment Services		
Nutrition Education		
Family Involved Activities		
Transportation Costs (describe)		
Drug Screen Expenses (include #UDS and #UDS sent to Lab)		
Other Direct Costs Provide a description of the other direct costs for the month		
Report prepared by:	Name and Contact#	Date

HIPAA BUSINESS ASSOCIATE AGREEMENT BETWEEN GOVERNMENT ENTITIES

Whereas, Fulton County Department Of Behavioral Health And Developmental Disabilities ("Contractor") and Georgia Department of Behavioral Health and Developmental Disabilities ("DBHDD") are both governmental entities;

Whereas, DBHDD is a health care provider and as such is governed by laws and regulations ("applicable laws and regulations") regarding confidentiality of health care information pertaining to individuals who have requested, received, or are receiving healthcare treatment or services from DBHDD, including but not limited to: (1) Georgia laws and regulations on confidentiality and/or privilege of mental health, developmental disabilities, addictive disease, medical health, and/or AIDS confidential information, as defined in the Georgia Code, (2) the federal regulations on Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2, (3) federal regulations governing Medicare and Medicaid, and (4) the Health Information Portability and Accountability Act and HITECH and their accompanying regulations at 42 C.F.R. Parts 160, 162 and 164 ("HIPAA");

Whereas, Contract Number 44100-906-CMA00005299 ("the Contract") between the parties requires that Contractor create, receive, maintain and/or transmit information on behalf of DBHDD with respect to individuals who have requested, received or are receiving treatment or services from DBHDD or its contracted providers, which information is confidential and/or privileged protected health information ("PHI") under applicable laws and regulations;

Whereas, Contractor has responsibilities under applicable laws as the creator, recipient, holder, and/or transmitter of PHI in relation to its duties in the Contract; and

Whereas, the parties desire to assure the compliance of each party with applicable laws and regulations;

It is hereby AGREED as follows:

1. Contractor may use or disclose PHI only to the extent it is required to do so by the terms of the Contract.
2. Contractor may not use or further disclose PHI in a manner that would violate the requirements of applicable laws and regulations if done by DBHDD.
3. Contractor may provide data aggregation services relating to health care operations of DBHDD if and in the manner contemplated in the Contract.
4. Contractor will not further use or disclose PHI other than as permitted or required by the Contract or as required by law.
5. Contractor will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Contract and this Business Associate Agreement.
6. To the extent that Contractor is exposed to confidential records as defined in 42 C.F.R. Part 2, Contractor acknowledges and agrees that in receiving, storing, processing, or otherwise dealing with any such confidential patient records:
 - a. it is fully bound by the regulations at 42 C.F.R. Part 2; and
 - b. if necessary, Contractor will resist in judicial proceedings, at its own expense, any efforts to obtain access to such patient records except as permitted by such regulations.
7. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged and/or protected health information under any applicable law or regulation, it will inform DBHDD within two (2) business days. Contractor further will inform the requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow DBHDD the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged or protected health information that may be responsive to the request.
8. DBHDD agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is relevant to Contractor or its activities in the Contract, it will inform Contractor within two (2) business days. DBHDD further will inform the requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following DBHDD's receipt of the request, in order to allow Contractor, the opportunity to represent, at its own expense, its interests regarding any potential disclosure of non-public information of Contractor's that may be responsive to the request.
9. Contractor will ensure that any agents, including a subcontractor, to whom it provides PHI, agrees in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI.
10. Contractor will report to DBHDD within five (5) days, any use or disclosure of PHI not provided for the by Contract or this Business Associate Agreement, of which it becomes aware.
11. Contractor will make available PHI to individuals receiving or having received treatment or services from DBHDD in accordance with applicable laws and regulations.
12. Contractor will make available PHI for amendment and incorporate any amendments to PHI in accordance with applicable laws and regulations and will inform DBHDD of such amendments and promptly provide copies to DBHDD.
13. Contractor will make available to DBHDD, the information required for DBHDD to provide an accounting of disclosures in accordance with applicable laws and regulations, in the event of any request for accounting of disclosures.
14. Contractor will make its internal practices, books and records relating to the use and disclosure of PHI received from DBHDD or created, received, maintained or transmitted by Contractor on behalf of DBHDD, available to the United States Secretary of Health and Human Services for purposes of determining DBHDD's compliance with applicable laws and regulations.
15. At the termination of the Contract, Contractor will, if feasible, return all PHI received from DBHDD or created, received, maintained or transmitted by Contractor on behalf of DBHDD, that Contractor still maintains in any form and retain no copies of such information; or, if such return is not feasible by mutual agreement of the parties, extend the protections of this Business Associate Agreement to the PHI and limit further uses and disclosures to those purposes that make the return of the information

infeasible. To comply with this paragraph, Contractor may also destroy PHI in cases where it has previous written consent of DBHDD.

16. Contractor acknowledges and agrees that the Contract may be terminated by DBHDD if DBHDD determines that Contractor has violated a material term of this business associate agreement.

CONTRACTOR EXECUTION:

Contractor Representative Signature

Printed Name

Title

Date

DEPARTMENTAL EXECUTION:

DBHDD Representative Signature

Printed Name

Title

Date

CONTRACTOR VERIFICATION FORM

CONTRACT ALTERATIONS

In order that the enclosed Contract between Contractor and DBHDD may be processed and implemented without further delay, I certify that no changes, modifications, deletions, or additions have been made to the terms and conditions of the Contract prior to submission to DBHDD for signature.

Signature of Provider: _____ Date: _____

Printed Name of Person Signing on behalf of the Provider: _____

Title: _____