

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Family Drug Treatment

SUBGRANT NUMBER: E21-8-007

FEDERAL FUNDS: \$ 30,062

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 30,062

GRANT PERIOD: 10/01/21-09/30/22

Award is hereby made in the amount and for the period shown above for a Subgrant under the Omnibus Appropriations Act of 1998, Public Law 105-119.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the 1998 State and Local Training and Education Assistance Program. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 10/01/21

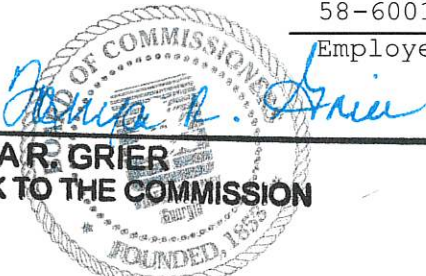
Robert L. Pitts 11/4/2022

Signature of Authorized Official Date
ROBERT L. PITTS
CHAIRMAN

Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)



TONYA R. GRIER
CLERK TO THE COMMISSION

ITEM # 21-0995 RCS 12/15/21
RECESS MEETING

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	24203	1	10/01/21	9		**	E21-8-007
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	24h21				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Family Drug Treatment	624.41	\$ 30,062


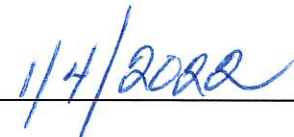
**ASSURANCE
of Compliance with SAMHSA Charitable Choice
Statutes and Regulations
SMA 170**

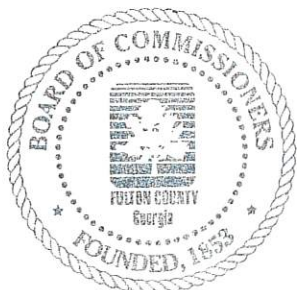
**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

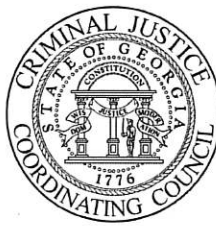
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE ROBERT L. PITTS CHAIRMAN
APPLICANT ORGANIZATION	DATE SUBMITTED 




**TONYA R. GRIER
CLERK TO THE COMMISSION**

ITEM # 21-0995 RCS 12.15.21
RECESS MEETING

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

SPECIAL CONDITIONS
State of Georgia-Accountability Courts

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials RLP

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Criminal Justice Coordinating Council. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials RLP

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials RLP

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials RLP

5. This is a reimbursement grant. Requests for reimbursement must be made on a monthly or quarterly basis. Subgrant Expenditure Reports are due 15 days after the end of the month or on the 30th of the month following the end of the quarter.

Initials RLP

6. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-

award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials RLP

7. Statistical and/or evaluation data describing project performance must be submitted at intake, 6 months after intake, and at discharge to the Criminal Justice Coordinating Council on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other sub grant administered by CJCC until compliance is achieved. If reports are not received, funds will be rescinded.

Initials RLP

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials RLP

9. All drug, veteran, mental health, family, and DUI courts must use a validated data collection tool approved by the Criminal Justice Coordinating Council. All courts are required to use an evidence-based treatment modality.

Initials RLP

10. Subgrantees must comply with the training requirements as mandated by the Criminal Justice Coordinating Council.

Initials RLP

11. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the CACJ Funding Committee that the award be rescinded.

Initials RLP

12. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials RLP

13. This award is pursuant to the authority of Section 509 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Initials

RJP

14. This award is based on the application CJCC submitted to, and as approved by, SAMHSA on the Georgia Family Treatment Drug Courts Enhancement Project. It is subject to the terms and conditions incorporated either directly or by reference in the following:
- The federal grant program legislation and program regulation.
 - The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
 - 45 CFR Part 75 as applicable.
 - The Health and Human Services (HHS) Grants Policy Statement.

Initials

RJP

15. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources.

Initials

RJP

16. All costs not consistent with the budget, 2 CFR, or 45 CFR Part 75 are not allowable under this award.

Initials

RJP

17. As required by Health and Human Services (HHS) Appropriations Act, all HHS recipients must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Initials

RJP

18. Recipients of federal financial assistance from Health and Human Services (HHS) must administer their programs in compliance with federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. Recipients of federal financial assistance also have specific legal obligations for serving qualified individuals with disabilities.

Initials

RJP

19. The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Initials RJP

20. Under Title II of the Americans with Disabilities Act (ADA), subgrantees are prohibited from denying services to and/or discriminating against clients who receive Medication-Assisted Treatment (MAT).

Initials RJP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

[Handwritten Signature]

Authorized Official Signature

1/4/2002

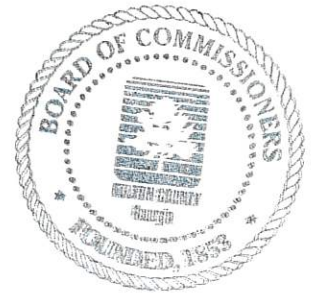
Date

ROBERT L. PITTS
Print Authorized Official Name
CHAIRMAN

Title

TONYA R. GRIER

TONYA R. GRIER
CLERK TO THE COMMISSION



ITEM # 21-0995 RCS 215121
RECESS MEETING

STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENTAL ADMINISTRATIVE INFORMATION

Expense: X

DBHDD CONTRACT #: 44100-026-0000168115

DBHDD REQUISITION #: 168115

Total Obligation: \$ 443,313.00

Contractor's FEI #: 58-6001729

Contractor's FY End Date: 06-30

Contractor's Entity Type: Public

Federal: \$ 0.00

State: \$ 443,313.00

NIGP Code: 95262

Match: \$ 0.00

CFDA #: _____

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 Hill Jr Dr SE Ste 402
Atlanta, GA 30303-3030

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 30th day of June, 2021, and shall terminate on the 29th day of June, 2022, 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: Letitia Robinson
2 Peachtree Street NW
Atlanta, GA 30303
Telephone #: 404-430-8036
E-mail: letitia.robinson@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
141 Pryor Street Suite 1031
Atlanta, GA 30303
Telephone #: 404-612-1687
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
141 Pryor Street Suite 1031
Atlanta, GA 30303

PARA #104 DEFINITIONS:

(104) 04/29/2020

As used in this CONTRACT:

"Provider Manual" means any Community Provider Manual published by DBHDD which is applicable to the type of services that Contractor is delivering under this Contract and which is in effect at the time of service delivery. Information about the applicability of Provider Manuals and how they may be accessed is provided in Paragraph #105 of this Contract.

"Individual" means a person to whom Contractor is providing services pursuant to this Contract.

"Subcontractor" (whether or not the term is capitalized) means a person or entity who is not an employee of Contractor and who is delivering services to Individuals on Contractor's behalf which Contractor is obligated to deliver under this Contract. Contractor staff who are independent contractors rather than employees (for example, a staff member who receives an IRS Form 1099 instead of a Form W-2) are also "subcontractors" under this definition. A "subcontract" is the agreement between Contractor and a subcontractor, and "subcontracting" is the act of entering into subcontracts with subcontractors. Note that not all Contracts permit Contractors to subcontract services, and the terms of this Contract and applicable DBHDD Policies and Provider Manuals should be reviewed to

determine whether the Contractor is permitted to subcontract services under this Contract. There are also specific provisions throughout this Contract which apply to any Contractor who is utilizing subcontractors.

“**Administrative Services Organization**”, also referred to as “**ASO**”, refers to an organization that is an authorized agent of DBHDD that is contracted to perform certain administrative functions such as, but not limited to, quality reviews of service delivery, compliance audits, utilization management and utilization review, claims processing, operation of the crisis and access line, and other activities in support of DBHDD and its provider network.

PARA #105 COMPLIANCE WITH DBHDD POLICIES AND PROVIDER MANUALS:

(105) 04/19/2021

- A. DBHDD sets policies with which community service Providers are required to comply at all times. All DBHDD policies are accessible through the **DBHDD PolicyStat** website at <https://gadbhdd.policystat.com/>. This website includes a link to the DBHDD PolicyStat Index which will assist Contractor in identifying the applicable policies for Community Providers. Contractor agrees to comply with the DBHDD policies applicable to Contractor, as from time to time amended, whether or not any such policy is specifically referenced in this Contract.
- B. DBHDD and the Department of Community Health (DCH) also maintain Provider Manuals for Community Behavioral Health Services and for Community Developmental Disabilities services with which community services providers are required to comply at all times. Contractor agrees to comply with the DBHDD and DCH Provider Manuals applicable to Contractor, whether or not a specific Provider Manual requirement is specifically referenced in this Contract. All DBHDD and DCH Provider Manuals are accessible through the **DBHDD PolicyStat** website at <https://gadbhdd.policystat.com/>. By execution of this Contract, Contractor certifies that Contractor has accessed and reviewed the applicable Provider Manual.
- C. Provider Manuals are applicable depending upon the type of services a provider is approved by DBHDD to provide.
1. For Behavioral Health services, the applicable Provider Manual is the DBHDD Provider Manual for Community Behavioral Health Providers and is found within DBHDD Policy [Provider Manual for Community Behavioral Health Providers, 01-112](#).
 2. For Developmental Disabilities services, the applicable DBHDD Provider Manuals are the DBHDD Provider Manual for Community Developmental Disabilities Providers (for NOW and COMP waiver services) and, when the provider is providing State-funded services, the DBHDD Provider Manual for Community Developmental Disabilities Providers of State-Funded Developmental Disabilities Services. Links to the current version of these manuals is found in DBHDD Policy [Provider Manuals for Community Developmental Disabilities Providers, 02-1201](#) and [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#).
 3. For Developmental Disabilities services funded through the NOW and COMP waivers, the applicable DCH Provider Manuals (to be used in addition to the DBHDD Provider Manuals) are found at DCH's MMIS website: <http://www.mmis.georgia.gov/>. All NOW and COMP waiver service providers must comply with the DCH manual Part I Policies and Procedures for Medicaid/Peachcare for Kids. All NOW and COMP waiver service providers must also comply with the applicable Part II and Part III DCH manuals, as required and specified by DCH. For convenience, DBHDD has listed the applicable Part II and Part III manuals in the DBHDD policy [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#); however, the Provider has an independent duty to confirm which DCH manuals are applicable.
- D. Each Provider Manual is updated periodically (generally in January, April, July, and October of each year), and the Contractor is responsible for complying with the Provider Manual as amended.
- E. Each Provider Manual contains definitions and descriptions of the various services which DBHDD may authorize Contractors to deliver. Contractor agrees to maintain a record of which of those services DBHDD has authorized Contractor to deliver under this Contract, and Contractor shall deliver those services in accordance with the service definitions and descriptions in the Provider Manual, as well as with the other requirements and standards set forth in the Provider Manual.

PARA #106 APPROVED SERVICES AND LOCATIONS:

(106) 06/02/2020

- A. DBHDD's Office of Provider Enrollment approves Contractors to deliver specific services at particular physical addresses and for specified counties of coverage. The only services that may be provided under this Contract are those for which Contractor has received specific approval to deliver from DBHDD's Office of Enrollment.
- B. Contractor may request and will be provided with the **Provider Approved Locations and Services** document from the Office of Provider Enrollment at any time, and a copy is provided at the initiation or renewal of each Contract. DBHDD will provide written notification to Contractor of subsequent changes to approved locations or services, as appropriate, throughout the term of this Contract.

- C. Contractor agrees that the services covered by this Contract will be provided only in the counties and from the site locations at the physical addresses that are approved by the DBHDD Office of Provider Enrollment. Services the Contractor are not approved to deliver and services delivered in unapproved locations are not covered by this Contract and are not reimbursable. Submission of claims for services delivered in unapproved locations may result in termination of this Contract.

PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

(104A) 04/19/2021

- 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) 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 #108 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 #109 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 #110 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 #111 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 #112 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 #113 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 #114 TERMINATION:

(110B) 04/19/2021

This Contract may be terminated by either party without cause: however, the party seeking to terminate the Contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of the termination. This Contract may be terminated for cause, in whole or in part, at any time by DBHDD for failure of the Contractor to perform any of the provisions hereof or failure of the Contractor to ensure subcontractors perform all of the provisions hereof. Should termination occur, notice of termination shall be in writing and specify the reason for termination and termination date. The Contract may be immediately terminated upon the occurrence of any of the following:

- A. The Contractor or any subcontractor fails to protect the health, safety and welfare of any Individual served pursuant to this Contract.
- B. The 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.
- C. The Contractor is excluded from participation in the Medicaid or Medicare program or the Contractor's Medicaid Provider Enrollment Number is terminated.
- D. The 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.
- E. The Contractor cannot meet its financial obligations, including but not limited to payroll, staffing, rents, repairs, utilities, insurance, etc.
- F. The Contractor or any subcontractor of Contractor has a sanction, restriction, suspension or revocation of a license, certification, or accreditation required by DBHDD or by the Department of Community Health for providing services under this Contract.
- G. The Contractor fails or is unable to meet and maintain full credentialing status with DBHDD or its designee.
- H. The Contractor fails to comply with DBHDD Policy including, but not limited to, any applicable DBHDD Provider Manual.
- I. The Contractor fails to comply with audit, review, staffing, or accreditation requirements as set forth in DBHDD policies [Noncompliance with Audit Performance, Staffing, and Accreditation Requirements for Community Behavioral Health Providers, 01-113](#) or [Accreditation and Compliance Review Requirements for Providers of Developmental Disabilities Services, 02-703](#).
- J. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
- K. An assignment is made by the Contractor for the benefit of creditors.
- L. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- M. DBHDD deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any Individual and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, Individuals, facilities, or services.

PARA #115 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 #116 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 #117 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:

(154) 05/02/2016

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

PARA #118 ACCESS TO RECORDS AND INVESTIGATION:

(113) 04/19/2021

- 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, 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 #119 MAINTENANCE OF INDIVIDUAL RECORDS:

(209) 05/02/2016

- A. 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.
- B. 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.
- C. 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.
- D. 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 #120 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 #121 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 #122 SUBCONTRACTS:

(115B) 03/08/2017

- A. Except as specifically permitted by DBHDD Policy or an Annex to this Contract, Contractor may not subcontract the services covered under this Contract.
- B. In the event subcontracting is permitted, Contractor agrees to provide DBHDD a list of all subcontractors. The list shall include, at a minimum, the following information for each subcontractor: the disability or behavioral health group or groups served; the services provided; and the expected annual cost of services. The list will be submitted to DBHDD at the time this Contract is signed. The Contractor further agrees to provide an updated list of subcontractors to DBHDD at the end of each quarter or upon implementation of any changes to subcontract arrangements (including, but not limited to, Contractor's entering into any new subcontract, or the termination or expiration of any subcontract).
- C. Any subcontract of the Contractor for the provision of Individual services and/or operational services addressed in whole or in part by a Provider Manual will incorporate a verification to be signed by the subcontractor indicating the subcontractor has received and will comply with the applicable Provider Manuals and Policies. The Contractor specifically agrees to be responsible for the performance of any subcontractors and for subcontractors' compliance with applicable provisions of this Contract and the Provider Manual and Policies. The Contractor will ensure that the subcontractors both understand and abide by the provisions of this Contract, all relevant provisions of the Provider Manual and Policies, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the subcontractor.
- D. Any subcontract of the Contractor will clearly state, in writing, the service or product being acquired through said subcontract, with detailed description of cost.

- E. The Contractor agrees to reimburse DBHDD or any other applicable agencies for any Federal or State audit disallowances arising from any subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor.
- F. If the Contractor subcontracts for the provision of any deliverables pursuant to this Contract, the Contractor must require in each subcontract, that the subcontractor(s) is required to 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 Business Associate Agreement where applicable, auditing, including access to records, and contract administration.
- G. 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, including but not limited to compliance with the Provider Manual or any applicable DBHDD or DCH policy. The Contractor's failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case DBHDD may pursue appropriate remedies as a result of such breach, including but not limited to termination of this Contract.
- H. If Contractor is a HIPAA Business Associate of DBHDD, Contractor must obtain a 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 Business Associate Agreement shall be in compliance with the requirements of HIPAA regulations at 45 CFR Parts 160 and 164. Contractor shall provide copies of all such Business Associate Agreements to DBHDD upon request, and shall retain copies of such Business Associate Agreements and related documentation of compliance with HIPAA for no less than six (6) years following the termination of this Contract, the Business Associate Agreement with the subcontractor, or the conclusion of all activity under such contracts and agreements, whichever is latest.
- I. Whenever the Contractor is utilizing the services of a person or entity who is not Contractor's employee to provide reimbursable services covered by this Contract, the Contractor shall obtain a verification form signed by that person or entity affirming that the Contractor has reviewed the requirements of this Contract and all applicable DBHDD Policies and Provider Manuals with that person or entity and has instructed that person or entity as to how to access the electronic versions of DBHDD Policies and Provider Manuals. This requirement is applicable to all subcontractors, independent contractors, employees of staffing agencies, students, interns, and volunteers, and any and all others who are not employees of the Contractor. The Contractor will ensure that any such person or entity both understands and abides by all pertinent provisions of the Contract, all relevant provisions of the Provider Manual, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the work of that person or entity. The Contractor shall maintain these forms and will make them available upon request to DBHDD or its authorized agent.

PARA #123 PUBLICITY:

(116) 03/08/2017

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 Public Affairs. 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 Public Affairs. 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 #124 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 #125 CONSULTANT/STUDY CONTRACT:

(118) 05/01/2019

- 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 Data Sets](#).
- 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 #126 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 #127 DRUGFREE WORKPLACE:

(120) 05/01/2015

- 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. 701 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 #128 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 #129 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

(136C) 05/11/2004

Contractor 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 #130 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR AND SUBCONTRACTOR:

(153)

04/29/2020

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

PARA #131 AIDS POLICY:

(123) 03/08/2017

- A. Contractor agrees, as a condition to provision of services to Individuals pursuant to this Contract, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Contractor agrees to comply with all laws and regulations of the state of Georgia regarding confidentiality of AIDS confidential information, including but not limited to those at O.C.G.A. § 24-12-20 and 24-12-21.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Behavioral Health and Developmental Disabilities and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #132 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 #133 PROPERTY MANAGEMENT REQUIREMENTS:

(142A) 05/02/2016

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this contract and all previous contracts is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DBHDD Office of Facilities Management.
- B. To adhere to all policies and procedures as promulgated in the [DBHDD Personal Property Management and Building & Capital Improvements, 20-300](#) which is by reference made a part of this contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the DBHDD division/office program as indicated below:

Division of Behavioral Health
2 Peachtree Street
Atlanta GA 30303
Attn: Doug Engle

The DBHDD division/office will then forward the completed Form #5111 to the DBHDD Office of Facilities Management, Asset Management Unit, Two Peachtree Street, N.W., Suite 23.273 Atlanta, Georgia 30303-3142. For any Department-owned vehicles operated under this contract, the Contractor agrees to submit to the Department the Utilization and Data Report furnished by the Asset Management Unit in accordance with the [DBHDD Personal Property Management and Building & Capital Improvements, 20-300](#) policy.

- D. In the event that contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
 - 1. Prepare Form 5086, Equipment Status Change form listing all state equipment in the Contractors possession and send this form to the Department (Division property coordinator or other Division designee) for final disposal determination.
 - 2. Upon notification by the Office of Facilities Management, Contractor agrees to transport the state property to the designated State surplus facility. Expenses incurred by the Contractor in transporting this equipment may be charged to the terminated contract.

The Division property coordinator will confirm, by written notification to the Office of Facilities Management, that all surplus property listed on completed Form 5086 has received proper disposition.

PARA #134 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 #135 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 #136 NOTICE OF LEGAL ACTION:

(152) 04/29/2020

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](#), as from time to time amended or re-numbered.

PARA #137 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:

(403) 04/19/2021

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 and Investigating Deaths and Other Incidents in Community Services 04-106](#) and [Complaints and Grievances Regarding Community Services, 19-101](#).

PARA #138 INSURANCE:

(125) 05/01/2019

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 insure 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. If Contractor is a natural person (i.e. not a corporation or other entity), Contractor must maintain Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage which must provide liability limits of \$1,000,000.00 per occurrence.

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 #139 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY:

(156) 05/01/2019

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 <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
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 <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <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 <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
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 <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or 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.

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 Provider to hire staff and provide supports to individuals living in supported housing units within Fulton County..

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:

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

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 **\$443,313.00**. 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 **\$443,313.00**.

PARA #302 CONTRACT BUDGET ANNEX:

(303) 02/23/1996

A. The budget attached to this contract as **Annex B** 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 X No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(304B) 02/23/1996

- A. The budget total may not be exceeded. However, a plus or minus deviation of 10.00% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

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 C**. The Contractor also agrees to submit a monthly staff expense 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 D**.

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 B**.

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

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

(401J) 04/19/2021

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 DBHDD 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. Any rules and regulations promulgated by the Centers for Medicare and Medicaid Services or the Georgia Department of Community Health Division of Healthcare Facility Regulation that are applicable to the services offered by the Contractor under this Contract.
- B. Compliance with Security Management Process:

Upon request by DBHDD, 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, or within fewer days if required by Federal or State law or regulation, 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 Section 164.308 (a)(1).

- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub-recipient as used in the Code of Federal Regulations.
- D. Contractors shall conduct business practices in conformity with Title XIX of the Social Security Act, 42, U.S.C. section 1396a(30).
- E. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Contractor agrees to comply in all 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 lobbyist 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.

F. 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 8 USC § 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 (if sub-subcontracting is permitted) hereunder.
2. Contractor further certifies by signing and obtaining a sworn affidavit notarized by an Official Notary Public, it will comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and O.C.G.A. § 13-10-90 et.seq. and applicable State regulations regarding work authorization. Contractor agrees to make such affidavit by using the Georgia Security and Immigration Compliance Act Affidavit, **Annex E**, until August 1, 2011, and thereafter, using such form affidavit as is published according to O.C.G.A. § 13-10-91(b)(6). If Contractor has no employees and does not intend to hire employees for purposes of satisfying all or part of the Contract, Contractor may instead provide a copy of the driver's license or State-issued identification card of the Contractor and of each independent contractor used in satisfaction of all or part of the Contract.
3. 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.
4. 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 (if sub-subcontracts are permitted hereunder) for services hereunder.

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. Indirect Costs charged to programs reimbursed with State or Federal Funds must be supported by an Indirect Cost plan approved by, and on file with DBHDD or an Indirect Cost Rate approved by the Contractor's Federal cognizant agency. Contractor is responsible for notifying DBHDD of any significant changes to the plan, once approved.

H. Comply with all State and Federal laws, rules and regulations regarding each Individual's rights.

I. The federal cost principles for determining allowable costs for this contract is 2 C.F.R. Part 200, including Appendix IV for contracts with nonprofit organizations.

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

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 04/19/2021

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:
Report.now@dbhdd.ga.gov
DBHDD Office of Internal Audit
Room #24.385
Two Peachtree Street, N.W.
Atlanta, Georgia 30303-3142

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 F**.

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	Deliverables
Annex B	Contract Budget and Cumulative Expenditure Report
Annex C	Programmatic Report
Annex D	Monthly Staff Expense Report
Annex E	Georgia Security and Immigration Compliance Act Affidavit
Annex F	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.

I, the undersigned commissioner of _____ County, certify that this contract is entered into Book No. _____, Page No. _____, of the official minutes of the Commission of _____ County.

CONTRACTOR EXECUTION:

DEPARTMENTAL EXECUTION:

[Handwritten Signature]

Signature

1/10/2022

Date signed by Contractor

Robert L. Pitts

*Typed name of individual signing Chairman,

Commission of *Fulton* County

Date: *1/10/2022*

Tonya R. Grier

Attestor's Signature

**TONYA R. GRIER
CLERK TO THE COMMISSION**

Attestor's typed name

Clerk to the Commission

**Title of Attestor

For the Commissioner of the

Department of Behavioral Health and Developmental Disabilities

Commissioner or Authorized Designee

Date signed by the Department



ITEM # *21-0995* RCS *121521*
RECESS MEETING

ANNEX A

Fulton County Behavioral Health (FCBH) will provide Permanent Supportive Housing Care Coordination (SHCC) and Services for households placed in 550 units and referred by Partners for HOME and the Atlanta Homeless Continuum of Care (CoC). The target population will be households inclusive of a primary tenant and family (adults with minor and adult children) who are defined as chronically homeless. This Supportive Housing Care Coordination and Services program, at full staffing, will include a minimum of 28 Master's level Care Coordinators, 28 Certified Peer Specialists and two licensed supervisors/team leads. This staffing level assumes a Care Coordinator/Peer Specialist to client ratio of 2:20 at all times. The projected target for FY is to serve individuals in up to 60 units with a staffing level of 3 Master's level Care Coordinators and 3 Certified Peer Specialists. A Master's level Care Coordinator staff is needed due to the acuity level of chronically homeless Fulton County residents.

Services to be Performed and Related Annual Deliverables

FCBH shall perform Supportive Housing Care Coordination (SHCC) which shall include the following services annually:

Operation of a Housing First oriented Supportive Housing Care Coordination and Service program Close coordination and collaboration with Partners for HOME performance team Assisting participants, where applicable, in obtaining mainstream benefits to include but not be limited to food stamps, Medicaid, and, if eligible, SOAR prepared applications for SSI/SSDI. Implementing a client engagement model that focuses on evidence-based practices including Assertive Engagement, Peer Supports, Harm Reduction, Trauma Informed Care and Motivational Interviewing to engage clients in services and improve success and stabilization in housing.

SHCC interventions include developing natural supports to promote community integration; identifying service needs; referring and linking to services and resources identified through the service planning process; coordinating services to maximize service integration and minimize service gaps; and ensuring continued adequacy of individualized recovery plan to meet ongoing and changing needs. Delivery of services that are client-centered and recovery-focused. SHCC services will be provided to the households in each unit developed, which may be geographically dispersed throughout the City of Atlanta. Each Care Coordinator will carry a minimum caseload of 15, but no more than 20 clients on their caseload. Care Coordinators will provide weekly in-home contacts for each client, which may be tapered or increased based on the documented needs of the individuals served. Care Coordinators will provide each participant with supportive housing care management services to ensure successful integration and stabilization in supportive housing. Care Coordinators will coordinate linkage and access to any other care needed through an interlocking and comprehensive system of care that includes primary care, housing services substance abuse and mental health services, education and employment supports, and the criminal justice and correctional system, participants will experience a holistic and complete treatment and recovery process. SHCC services are primarily available Monday thru Friday from 8:00am - 5:00 pm but can be provided to individuals outside of these hours based on individualized recovery goals. SHCC staff members work with individuals and their support systems to access resources and natural supports; this sometimes requires non- traditional work hours, and the staff members adjust their weekly hours as needed. Emergency on-call care coordination shall be provided, along with a current on-call schedule and contact information furnished to the Atlanta Homeless CoC and property management/landlords of the respective properties where individuals reside

Supportive Housing Care Coordination (SHCC) services shall include the following interventions:

An initial, comprehensive psychosocial assessment to determine strengths, needs, abilities and preferences.

Development of a comprehensive, individualized recovery plan for services and supports based upon the individual's own established goals and documented in the assessment, and regularly updated.

Assistance with obtaining necessary resources either through direct service provision or through linkage with services, systems and resources.

Ongoing evaluation of progress and needs through monitoring Advocacy activities to ensure access to appropriate services, supports, and resources.

Crisis intervention either through direct intervention or by mobilizing needed services and supports.

20 DBHDD- Fulton County FY2021 - Supported Housing Assessment e Discharge planning to coordinate and support successful transitions between service settings and programs. e Supportive counseling.

Desired/Expected Outcome

Client will achieve stability and remain in permanent housing and will not return to homelessness, as measured by the HUD housing stability index, number of individuals in housing for more than 6 months compared to the number of individuals who left housing in less than 6 months, shall be a minimum of 77% each fiscal year

Subcontracting

Fulton County Department of Behavioral Health and Developmental Disabilities will be subcontracting the scope of work to our current adult services Behavioral Health contracted provider, River Edge Behavioral Health.

Reporting

Provider shall submit a monthly programmatic report, the 10th calendar day of every month by submitting invoices, staff expense report and programmatic report into the DBHDD Vendor Connect portal. Data shall reflect the actual number of consumers who were served in the reporting month.

CONTRACT BUDGET AND MONTHLY CUMULATIVE CONTRACT EXPENDITURE REPORT

Contractor: _____
 Contractor Number: _____ 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. Personal Services	\$406,000.00	_____	_____	_____
B. Regular Operating	\$5,000.00	_____	_____	_____
C. Travel	\$11,000.00	_____	_____	_____
D. Equipment	\$5,000.00	_____	_____	_____
E. Facility Costs	_____	_____	_____	_____
F. Per Diem/Fees/Contract	\$3,000.00	_____	_____	_____
G. Telecommunications	\$3,313.00	_____	_____	_____
H. Indirect Costs	\$ 10,000.00	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TOTAL	\$443,313.00	_____	_____	_____

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

 Phone

 Date Approved

PROGRAMMATIC REPORT

MONTHLY STAFF EXPENSE REPORT

Personnel Monthly Rate Expense

Month/Year

Provider Name:

Of Staff Hired:

Of Staff Vacancy:

Name (First, Last)	Title	Full Time or Part Time	Salary	Fringe Benefits	% Charged to the contract
			Total	Total	

Provider Comments:

Completed and Verified by (Print) _____ Title: _____ Date: _____

Signature: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Contractor Name: FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/2/2022 in ATLANTA (city), GA (state).

Signature of Authorized Officer or Agent

Robert L. Betts

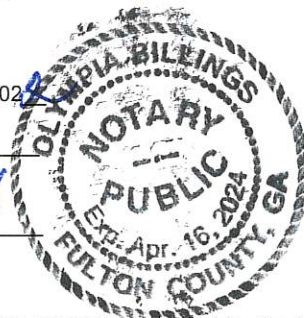
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 10th DAY OF January, 2022

NOTARY PUBLIC

My Commission Expires: 4/16/2024



*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your EEV/E-Verify Identification Number.

ITEM # 21-0995 RCS 2521
RECESS MEETING

CONTRACTOR VERIFICATION FORM

Verification of Access to the DBHDD Provider Manuals and Policies

This is to verify that we have: (1) successfully accessed the electronic version of the [Provider Manual for Community Behavioral Health Providers](#) and the [Provider Manual for Community Developmental Disabilities Providers](#) on the Department of Behavioral Health and Developmental Disabilities' website: <http://dbhdd.georgia.gov>, and (2) successfully accessed the DBHDD PolicyStat Index and the DBHDD Policies at: <https://qadbhdd.policystat.com/>

Signature of Provider:



Date:

1/10/2024

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:

1/10/2024

Printed Name of Person Signing on behalf of the Provider:

Title:

Chairman

