

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Diversion

SUBGRANT NUMBER: T19-8-005

FEDERAL FUNDS: \$ 100,000

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 100,000

GRANT PERIOD: 10/01/23-09/30/24

Award is hereby made in the amount and for the period shown above for a Subgrant authorized by the Juvenile Justice and Delinquency Prevention Act of 2018, Sections 221-223, 42 U.S.C. Sections 5631-5633.

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 Juvenile Justice and Delinquency Prevention Act of 2018. 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, Director
Criminal Justice Coordinating Council

Date Executed: 10/02/23

 11/8/2023

Signature of Authorized Official Date

Robert L. P. H. S. CHAIRMAN

Typed Name & Title of Authorized Official



58-6001729-001

Employer Tax Identification Number (EIN)

ITEM # 23-0604 RCS 9/20/23
RECESS MEETING

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	28J19	1	10/01/23	9		**	T19-8-005
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	

2	46	4	28153	
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ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Diversion	624.41	\$ 100,000

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: _____

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT #: T19-8-005

PROJECT NAME: FY24 Juvenile Prevention & Intervention

NATURE OF ADJUSTMENT: ☒ REVISED BUDGET Go To SECTION I
Mark all that apply. ☐ PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
☐ PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III
Adjustments of each type ☐ PROJECT PERSONNEL. Go To SECTION III
shown should be entered ☐ GOALS AND OBJECTIVES Go To SECTION III
in the section indicated. ☐ OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 0	+0	0
EQUIPMENT	0	+0	0
SUPPLIES	0	+100.00	\$100.00
TRAVEL	0	+0	0
PRINTING	0	+0	0
OTHER	99,900	+99,900	99,900
TOTAL	\$ 100,000	100,000	100,000
Federal	\$ 100,000		
Match	\$ 0		

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION, # OF MONTHS:
Start Date: 10/01/23	Start Date: _____	_____
End Date: 09/30/24	End Date: _____	_____

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

Fulton County Juvenile Court request an update to the budget to add \$400.00 to transportation services, \$500.00 to incentives for the youth and \$100.00 to supplies.

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: _____

SUBGRANTEE: Fulton County Board of Commissioners

SUBGRANT #: T19-8-005

PROJECT NAME: FY24 Juvenile Prevention & Intervention

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Fulton County Juvenile Court request \$400 for transportation services to purchase MARTA cards for the youth. The MARTA cards will be used to assist with transportation challenges that may impact their ability to attend programming. Many of our families do not have reliable transportation and securing transportation is an added burden.

The court request \$500 for incentives for youth who participate in programming. The ASCEND youth participate in weekly group programming with the Credible Messenger program, appear in court twice a month and participate in pro-social activities. The court will use the incentive funds to reward compliant youth and celebrate them at graduation.

Lastly, the request for supplies is to cover disposable earbuds for the youth when attending an on-line class at the court and any additional supplies needed to manage the grant.

SUBMITTED BY:



Signature of Financial Officer or Project Director



Title



Date

CJCC ROUTING AND APPROVALS:

Approval

Disapproval

Reviewer Signature

Reviewed By: _____

Authorized By: _____



ITEM # 23-0664
RECESS MEETING

RCS 9/21/23

CRIMINAL JUSTICE COORDINATING COUNCIL
SPECIAL CONDITIONS

SUBGRANTEE: Fulton County Board of Commissioners

PROJECT NAME: FY24 Juvenile Prevention and Intervention Grant

SUBGRANT NUMBER: T19-8-005

SUBGRANT AWARD: \$100,000

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities, that recipients have in providing language services to LEP individuals; please see the website at <http://lep.gov>.

Initials RLH

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials RLH

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization must prepare an EEOP,

but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials RLP

4. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials RLP

5. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

Initials RLP

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists (O.C.G.A. § 43-39-1, et. seq).

Initials RLP

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials RJP

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 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 RJP

9. 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. 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 RJP

10. The subgrantee must submit subsequent 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 RJP

11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials RJP

12. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated

and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials RLP

13. The subgrantee agrees that consultant/contractor fees in excess of \$650.00 per eight-hour day (\$81.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials RLP

14. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

Initials RLP

15. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Criminal Justice Coordinating Council reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.

Initials RLP

16. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Initials RLP

17. The subgrantee must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials RLP

18. The subgrantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

Initials RLL

19. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials RLL

20. The subgrantee understands and agrees that: (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials RLL

21. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available.

Initials RLL

22. All grant funds must be used to serve youth who are at-risk or have come into contact with the juvenile justice system.

Initials RLL

23. 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 RLL

24. This is a reimbursement grant. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting

monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RJP

25. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal 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 grantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials RJP

26. Statistical and/or evaluation data describing project performance must be submitted to the Criminal Justice Coordinating Council through monthly surveys and quarterly reports 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 grant and/or any other grant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials RJP

27. The subgrantee agrees to comply with the guidance contained in the 2023 Juvenile Prevention and Intervention Grant Program Request for Proposals.

Initials RJP

28. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained and managed by the Criminal Justice Coordinating Council.

Initials RJP

29. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating Council. No waivers will be available for the 75% requirement.

Initials RJP

30. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council or designated entity to delinquency case

information collected, managed, and stored in its JCATS or JTS database.

Initials RJP

31. The subgrantee certifies that any, and all, sub-agreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All sub-agreements relating to this grant shall be submitted to CJCC prior to the approval and reimbursement of any Subgrant Expenditure Reports (SERs).

Initials RJP

32. The subgrantee acknowledges that funds provided under this grant award are federally appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than October 30, 2024. In addition, if the subgrantee has not received payments for any prior reimbursements, the subgrantee must notify CJCC by October 30, 2024 or risk losing access to those funds.

Initials RJP

33. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee may be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount may be rescinded at the Criminal Justice Coordinating Council's discretion.

Initials RJP

34. The subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials RLP

35. 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 Criminal Justice Coordinating Council that the award be rescinded.

Initials RLP

36. Determination of suitability to interact with participating minors SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Initials RLP

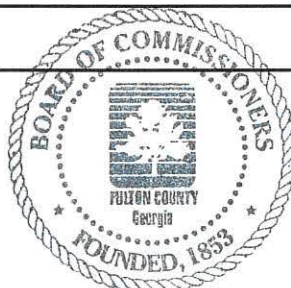
Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed Name of Authorized Official: Robert L. Pitts

Title: CHAIRMAN

Signature: [Signature]

Date: 11/8/2023



Attachment A-5

State of Georgia – Criminal Justice Coordinating Council

Juvenile Justice Incentive Grant

Forms, Assurances, and Certifications

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE

Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system? If the applicant is using a commercial accounting package, attach a copy of the cover page of the run manual.

☐ Manual ☐ Automated ☐ Combination

2. Is there a chart of accounts? If yes, please attach a copy of the chart of accounts.

☐ Yes ☐ No

3. Are the following books of accounts maintained? Please check "yes" or "no".

<i>Description</i>	<i>Yes</i>	<i>No</i>
General Ledger		
Project Cost Ledger		
Cash Receipts Journal		
Payroll Journal		
Accounts Receivable Ledger		
Accounts Payable Ledger		
Purchase Journal		

4. Does the accounting system adequately identify receipts and expenditures for each grant or contract?

☐ Yes ☐ No

5. Does the accounting system provide for recording of expenses for each program by budget cost category?

☐ Yes ☐ No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?

Please attach a sample of a completed time sheet.

☐ Yes ☐ No

7. Are recording keeping duties for the receipts and the payment of cash separated?

☐ Yes ☐ No

8. Are all accounting entries supported by documentation that gave rise to the transaction?

☐ Yes ☐ No

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

☐ Yes ☐ No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?

☐ Yes

☐ No

SECTION B: FUND CONTROL

1. Is a separate bank account maintained for grant/contract funds?

☐ Yes

☐ No

2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?

☐ Yes

☐ No

SECTION C: COMMENTS/EXPLANATIONS

SECTION D: CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

[Signature] 11/8/2023
 Signature Date
 SOC Applicant Agency, Executive Officer

 Signature Date
 SOC Fiscal Agent, Financial Officer
 (If fiscal agent is not the applicant agency)



ITEM # 20-0604 RCS 9/20/23
 RECESS MEETING

SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION**Applies to Local Government Entities Only**www.dca.servicedelivery.org**CERTIFICATION:**

I, (County Commission Chair) Robert L. Pitts, certify that (County Name) Fulton
County is in compliance with the Service Delivery Strategy Act (House Bill 489). I also understand that if my county is not in compliance, the county and city governments contained herein are not eligible to receive state administered financial assistance, grants, loans, or permits.

Authorizing Official:

11/8/2023

Signature

Date

County Commission Chairperson



ITEM #

23-0604

RCS

9 28 23

RECESS MEETING

IMMIGRATION AND SECURITY FORM
Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Authorizing Official:

Robert L. Pitts 11/8/2023
 Signature Date
 Applicant Agency Executive Officer

Firm Name: Robert L. Pitts, CHAIRMAN
 Street/Mailing Address: 141 Pryor Street S.W.
 City, State, Zip Code: Atlanta, GA 30363
 Telephone Number: 404-612-8200
 Email Address: Robb.Pitts@Atlanta.ga.gov



OTHER CERTIFICATIONS

Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by CJCC funding and technology used by participants during a CJCC-funded program.
4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

Authorizing Official:

Signature

Applicant Agency Executive Officer

Date



ITEM #

230604

RCS

9/20/23

RECESS MEETING

ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) which requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

Signature

Applicant Agency Executive Officer



ITEM # 23-0604
RECESS MEETING

RCS 9/20/23



**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Juvenile Prevention and Intervention

2. Application Number and/or Project Name

T19-8-005

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Robert L. Pettis, CHAIRMAN

5. Signature 6. Date

11/8/2023 [Signature]

ITEM # 23-1604
RECESS MEETING

RCS

9

2023



STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENT ADMINISTRATIVE INFORMATION:

Expense: X

Total Obligation: \$ 0.00

Federal: \$ 0.00

State: \$ 0.00

REGIONAL CONTRACT # 44100-263-9072024009

Contractor's FEI #: 58-6001729

Contractor's FY End Date: 06/30

NPO Status: Non-Profit

Public/Private: Public

NIGP Code: 95262

CFDA #: 93.667

SECTION I GENERAL CONTRACT PROVISIONS

SECTION IA

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:

(102A) 03/10/1994

This contract has an effective beginning date of the 1st day of July 2023, and shall terminate on the 30th day of June 2024, unless terminated earlier under other provisions 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:

Contract Correspondence:

Office of Procurement and Contracts
Department of Behavioral Health and Developmental Disabilities
200 Piedmont Avenue, S.E.
6th Floor, Mailroom 0779, West Tower
Atlanta, Georgia 30334-9026
Email: dbhddoffice.procurementcontracts@dbhdd.ga.gov

Financial Correspondence: (Financial Statements)

Office of Internal Audit
Department of Behavioral Health and Developmental Disabilities
Attn: Kenneth Ward
200 Piedmont Avenue, S.E.
5th Floor, West Tower
Atlanta, Georgia 30334-9026
Telephone # 404-884-5486
Email: kenneth.ward@dbhdd.ga.gov

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

Fulton County Department of Behavioral Health and Developmental Disabilities
Attn: LaTrina Foster
99 Jesse Hill Jr Dr SE Ste 402
Atlanta, GA 30303-3030
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
99 Jesse Hill Jr Dr SE Ste 402
Atlanta, GA 30303-3030

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. See Annex "A" of this Contract for further information as to whether, and to what extent, subcontracting is allowed 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://qadbhdd.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://qadbhdd.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 Contractor 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 Provider 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) 06/22/2022

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations (including but not limited to 28 C.F.R. Part 36); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #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; or it is discovered that the Contractor has, during the term of a previous contract with DBHDD or in Contractor's application or bidding materials for this or any previous contract with DBHDD, provided any fraudulent or misleading information to any such person or agency.
- 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) 06/23/2022

Contractor shall comply with DBHDD policy [Disaster Preparedness, Response, and Disaster Recovery Requirements for 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 or authorized agents; 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: on-site 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 in **Annex A** 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) 06/23/2022

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

PARA #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 DRUG-FREE WORKPLACE:

(120) 06/23/2022

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

PARA #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 NONSMOKING POLICY FOR CHILDREN SERVICES:

(127) 06/23/2022

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

PARA #130 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:

(136B) 04/30/2001

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

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

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

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

B. Contractor further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. Contractor further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #131 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTORS AND SUBCONTRACTORS: (153) 06/23/2022

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

PARA #132 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 #133 NOTIFICATION OF EXPENDITURES FOR NEW OR ADDITIONAL FACILITIES:

(139) 06/23/2022

The Contractor/Board agrees to comply fully with the provisions of O.C.G.A. Section 31-1-8. Thirty (30) days prior to the expenditure of funds for any new or additional special facility, the Contractor/Board shall notify the governing authority of the county and any municipality wherein the special facility is to be located. Notice shall also be given by the Contractor/Board to each member of the General Assembly whose Senate or House District includes any part of the property upon which the facility is to be located. A special facility means (1) a facility utilized for the diagnosis, care, treatment or hospitalization of persons who are "alcoholics," "drug dependent individuals," or "drug abusers" as defined in O.C.G.A. Section 37-7-1, or (2) a facility operated by the department and used for the treatment and residence of delinquent children, provided such facility affords secure custody.

PARA #134 DEBARMENT:

(140) 06/23/2022

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

PARA #135 CONTRACTOR ACCREDITATION REQUIREMENTS:

(119) 06/23/2022

The Contractor agrees to maintain or obtain the required accreditation as outlined in [Accreditation and Compliance Review Requirements for Providers of Developmental Disabilities Services, 02-703](#) 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 #136 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 #137 MEDICAID REIMBURSABLE SERVICES:

(211) 03/08/2017

The Contractor agrees to comply fully with the Medicaid Policy and Procedures Manuals (promulgated by the Department of Community Health) and the DBHDD Provider Manuals governing the category(ies) of service in which the Contractor has been approved to provide. The Contractor agrees to fully comply with the terms and conditions set forth in [Annex D](#).

PARA #138 NOTICE OF LEGAL ACTION:

(152) 06/23/2022

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

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

PARA #139 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:

(403) 06/23/2022

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

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

PARA #140 INSURANCE:

(125) 06/23/2022

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

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

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

PARA #141 SEVERANCE PACKAGES AND HIRING INCENTIVES:

(208) 06/02/2005

The Contractor agrees that no part of any State or Federal funds provided pursuant to this contract may be used, other than what is provided for under the State Personnel Board Rules regarding compensation due in connection with separation from employment if applicable, to induce, encourage, reward or ensure the hiring of, or departure of, any employee or employee candidate. This provision includes but is not limited to providing monetary incentives to individuals for accepting employment by the Contractor or compensation above and beyond salary/benefit entitlements to an employee to induce resignation or otherwise end the employee/employer relationship with the Contractor.

PARA #142 OWNERSHIP OF DOCUMENTS AND ELECTRONIC DATA:

(117B) 06/02/2005

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 take any additional actions that may be necessary in the future to fully effectuate this provision.

PARA #143 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY:

(156) 04/14/2023

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 IIA

PARA #201 LEGAL EMPOWERMENT TO CONTRACT:

(201) 04/17/2021

The Department, legally empowered to contract as identified in Section I of this contract, is an agency of the State of Georgia which is further empowered to contract pursuant to the Official Code of Georgia Annotated §37-1-20(5).

PARA #202 CONTRACTOR AGREEMENTS:

(202A) 03/08/2017

WHEREAS, the Department has a need for and desires services for adult, children and adolescent citizens with Addictive Diseases, Developmental Disabilities and Mental Illnesses;

AND

WHEREAS, the Contractor has represented to the Department its willingness and ability to provide such services for these individuals.
NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

The Contractor agrees:

1. To deliver the services listed in **Annex A** to eligible individuals presenting for services at established service sites operated by Contractor.
2. To register all individuals and report all services provided as specified in **Annex A**, DBHDD Policies, and/or the DBHDD Provider Manual. The Contractor further agrees to provide and report any other data requested by the Department, the Department's Administrative Services Organization (ASO), or other agent or designee, in the manner and time frame specified at the time it is requested.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 PAYMENT TO CONTRACTOR:

(301) 05/22/2002

- A. For Fee For Service funded services, Claims shall be submitted to the ASO for payment as directed by DBHDD following established procedures within ninety (90) days from date of service delivery, or through the approved exception reporting process.
- B. For Medicaid NOW/COMP Waiver services, Contractor will be compensated for service delivery in accordance with Medicaid guidelines and regulations, as referenced at <https://www.mmis.georgia.gov/portal/>.

PARA #302 PAYMENT STIPULATIONS:

(302) 06/08/2017

The Contractor agrees:

- A. To operate within a Department approved budget. The Contractor agrees to abide by all budget, expense, purchasing, fund advance and reporting specifications contained in the Provider Manual.
- B. To adhere to United States Department of Health and Human Services regulations (HHSAR Part 331.101-70) which limits the use of Federal grant funds provided pursuant to this contract to pay the full or allocated cost of any individual employee salary to the extent that the salary cost exceed an amount equal to the Federal Executive Level II (EL II) salary limit in effect for the year of the grant award.
- C. That no Mental Health Block Grant or Substance Abuse Block Grant funds may be used for capital acquisition or costs which are solely administrative in nature.

PARA #303 USE OF REVENUE:

(303) 06/08/2006

The Contractor agrees that revenues generated as a result of this Contract, will be used only to serve individuals who meet the criteria specified in this Contract and, if appropriate, those individuals enrolled in services and programs upon execution of this Contract.

PARA #304 LOCAL CONTRIBUTION:

(304) 06/08/2006

The Contractor agrees to seek and apply to the services delivered under this Contract the historic level of local financial support provided by participating county and municipal governments.

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

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

(401A) 06/01/2022

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 of 8 U.S.C. § 1324a and O.C.G.A. § 13-10-90 et seq, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under Federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract (if sub-subcontracting is permitted) hereunder.

2. Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

3. Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract for services hereunder and to require subcontractors to include such provisions in all sub-subcontracts (if sub-subcontracts are permitted hereunder) for services hereunder.

G. The Federal cost principles for determining allowable costs for this Contract are 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 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.

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

K. Social Security Act, as amended, Title XX, 42 US Code 1397 et seq., Omnibus Territories Act, as amended, Title V, Public Law 95-134, 48 US Code 1469 a, Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35 (93.667)

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 05/16/2023

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

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

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

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

Additional Financial Reporting Requirements

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

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

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

PARA #403 ENTIRE UNDERSTANDING:

(404) 03/5/2008

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.

PARA #404 NO AMENDMENT TO CONTRACT:

(156) 04/29/2020

This Contract is being presented to Contractor 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 E](#).

PARA #405 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) 03/17/2003

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

Annex A	Services, Expectations, Outcomes, and Payment Methodology
Annex B	Certification Regarding Lobbying
Annex C	Certification Regarding Debarment
Annex D	Medicaid Reimbursable Services
Annex E	Provider Manual Receipt Verification

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

CONTRACTOR EXECUTION:

[Signature]

Signature

10/20/2023

Date signed by Contractor

Robert L. Hts

*Typed name of individual signing Chairman,
Commission of Fulton County

Date: 10/20/2023

Attestor's Signature

Attestor's typed name

**Title of Attestor

DEPARTMENTAL EXECUTION:

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

Commissioner or Authorized Designee

Date signed by the Department



*Must be Chairman or sole Commissioner

**Must be Clerk of Commission

ANNEX A

**SERVICES, EXPECTATIONS, OUTCOMES AND PAYMENT METHODOLOGY
DEVELOPMENTAL DISABILITIES SERVICES**

The Contractor agrees, as a provider of Intellectual and Developmental Disabilities Services to both State Funded and Medicaid Waiver Recipients, that the contract requirements defined in this Annex are applicable to both State Funded and Medicaid Reimbursable Services, unless specifically noted.

A. Best Practices:

Contractors are encouraged to ensure the following Best Practices standards are implemented:

1. If approved for Community Access, Prevocational and Supported Employment:

- a. Service design is based on self-determination principles and evidence-based practices, which support individuals to express their choices and direct their services.
- b. Contractor supports persons receiving services to experience a meaningful life by ensuring that activities are directly related to the individual's interests and preferences as documented in the Individual Service Plan, (ISP) under the goals section of the ISP.
- c. Service design and implementation encourage and build on existing social networks, natural sources of support, and result in increased independence, contribution, and inclusion in community life.
- d. Contractor shall ensure that individuals (and/or their families, as appropriate) have accurate and individualized information regarding the impact and value of competitive integrated employment and wages on benefits.
- e. Services shall be aimed at increased opportunities for meaningful adult career development with focus towards paid competitive integrated employment.
- f. Services and planning meetings shall be scheduled to accommodate individual and family needs.
- g. Contractor shall participate with DBHDD Field Operations and Support Coordination agencies in the development of the Individual Service Plan (ISP).
- h. Contractor shall have the capacity (by staff expertise or through contract) to support individuals with complex behavioral and/or medical needs. A behavioral/crisis plan or protocol must be in place and reflect how positive and proactive supports for dealing with challenging behaviors will be provided for each individual with an identified behavioral need reflected in his or her ISP.
- i. All individuals who participate in Community Access Services will participate in community activities (such as shopping, recreation/leisure, volunteering, and civic clubs) that are directly related to individuals' interests and preferences as documented in their Individual Service Plan for a minimum of 6 hours per month.
- j. Service design shall be outcome based with focus on self-determination principles and evidence-based practices that continually support individuals towards responsible citizenship.

2. If approved for Community Residential Alternative (CRA):

- a. Service design and implementation encourage and build on existing social networks and natural sources of support and result in increased independence, contribution, and inclusion in community life.
- b. The selection of living environments shall include consideration of opportunities for community inclusion of persons receiving services, individual choice (including preference to be close to family) and distance from other homes (e.g., apartments, house) of persons receiving services to assure that persons with developmental disabilities are not grouped in a conspicuous manner.
- c. Daily and weekly rhythms and routines are individually tailored and shall be directly related to individual's needs, interests, and preferences.
- d. Service design shall be outcome based with focus on self-determination principles and evidence-based practices that continually support individuals towards responsible citizenship.
- e. Contractor shall collaborate with DBHDD Field Operations and Support Coordination agencies in the development of the ISP.
- f. The Contractor **MUST** have written DBHDD Field Office approval before moving any individual to a new address. Emergency relocation plans identified in Individual Service Plans are acceptable as prior approval for moving to a new location in emergencies.

- g. Contractor shall have the capacity (by staff expertise or through contract) to support individuals with complex behavioral and or medical needs. A behavioral/crisis plan or protocol must be in place and reflect how positive and proactive supports for dealing with challenging behaviors will be provided for each individual with an identified behavioral need reflected in his or her ISP.
- h. Individuals served in Community Residential Alternative services will participate 10 or more hours per month in inclusive (either individually or with no more than one other person with developmental disabilities) community activities (such as shopping, recreation/leisure, volunteering, civic clubs) that are directly related to individual's interests and preferences as documented in the Individual Service Plan.
- i. All individuals served in Residential Services will have a personal physician, which may be listed in their ISP and Individual 360.
- j. Subcontracting is limited as specified in the "Subcontracts" section of this Annex A.
- k. Contractor shall hold the Community Living Arrangement License (or Personal Care Home Permit for providers approved prior to April 2011) by Healthcare Facility Regulations (HFR) for Community Residential Alternative services for all residential sites housing individuals with Developmental Disabilities as required by HFR.
- l. Only one Contractor may provide services in any home or residential site established to provide Community Residential Alternative Services for individuals with developmental disabilities.

B. Contractor Expectations:

Contractor Agrees:

- 1. To ensure that services delivered to referred NOW/COMP Waiver participants are delivered in accordance with Annex D, Providers of Medicaid Reimbursable Services.
- 2. To ensure that State Funded Services are delivered to referred individuals in accordance with the Division of Developmental Disabilities' State Funded Manual.
- 3. To deliver State Funded Developmental Disabilities services to authorized individuals as specified in the Initial Individual Service Plan (IISP) or Individual Service Plan (ISP). Compensation for services is based on the delivery of authorized services specified in the IISP or ISP.
- 4. To cooperate with the Department's Administrative Services Organization, Georgia Collaborative ASO's Quality Management System, operating under the direction of DBHDD.
- 5. To attend required DBHDD provider meetings and trainings. All contractor meetings announced by the Division of I/DD are required.
- 6. To ensure that all individuals receiving services provided under this contract have been determined eligible for services and referred for service by the DBHDD Field Office and to ensure that all families/individuals receiving Family Support funds provided under this contract have had a Family Support Application reviewed and verified for accuracy and completeness by the DBHDD Field Office. Failure to follow the regional authorization/verification process could result in denial of reimbursement or request of payback of received funds.
- 7. To work with Field Office in converting individuals who are eligible for I/DD Waivers from state funded services to waiver services.
- 8. That DBHDD makes no guarantee that State funded contracted capacity will be filled or occupied. Fiscal and/or departmental priorities may impact the number of State funded individuals referred throughout the year.
- 9. To cooperate with the Department's compliance efforts to the Centers for Medicare & Medicaid Services (CMS) standards to ensure that individuals receiving services and supports have full access to the benefits of community living and are able to receive services in the most integrated setting.
- 10. For an individual with an identified challenging behavior as reflected in his or her Individual Service Plan (ISP), Current Needs or Needs Assessment sections, a Behavioral Support Plan (BSP) that reflects positive and proactive supports must be in place when clinically assessed and indicated to resolve the challenging behavior(s).
- 11. For an individual with identified challenging behaviors that pose health and safety risks as reflected in his or her Individual Service Plan (ISP), a crisis/safety plan involving crisis procedures must be in place that identify how behavioral crisis related to the challenging behavior(s) will be safely managed. Use of 911 should not be a primary intervention in the crisis/safety plan and should only be used in crisis procedures to ameliorate the risks. However, 911 may be necessary when high risk situations

occur that cannot be safely ameliorated by use of crisis procedures such as when the individual is wielding a deadly weapon, or when injury occurs requiring emergency medical intervention.

12. To access the Georgia Crisis Response System as a last resort and only if existing crisis procedures as part of the crisis/safety plans have been implemented unsuccessfully and/or the individual is an imminent harm to self or others and the current supports cannot maintain safety, and/or, the individual is in need of immediate care, evaluation, stabilization or treatment due to the risk, and the individual has no available appropriate community supports to meet his or her needs.
13. Contractor shall participate from admission to discharge of any individual in the Contractor's care who accesses the Georgia Crisis Response System for Individuals with Developmental Disabilities (GCRS-DD).
14. Contractor shall cooperate in coordination of services with the DBHDD Field Office, the single point of entry for the GCRS-DD, the mobile crisis team and/or crisis supports provider, and the support coordinator in crisis resolution and follow-up for any individual served by the provider.
15. In addition to reporting requirements as specified in DBHDD [Policy 04-106 Reporting Deaths and Other Incidents in Community Services](#), the Contractor is required to notify the Regional Services Administrator for Developmental Disabilities within 2 hours (up to the minute) of any deaths and/or high-visibility incidents (as defined in DBHDD's [Policy 04-106 Reporting Deaths and Other Incidents in Community Services](#)) involving any State funded and/or Waiver funded Individuals. The Contractor will be responsible for notifying the Individual's Support Coordinator or State Services Coordinator.
16. To comply with all provisions of the [Part I Policies and Procedures for Medicaid/Peachcare for Kids](#) manual published by the Department of Community Health.
17. If Contractor is delivering services under the COMP waiver, to comply with all provisions of the [Part II Policies and Procedures for Comprehensive Supports Waiver Program \(COMP\) and New Options Waiver \(NOW\) Program](#) and the [Part III Policies and Procedures for Comprehensive Supports Waiver Program \(COMP\)](#) manuals published by the Department of Community Health.
18. If Contractor is delivering services under the NOW waiver, to comply with all provisions of the [Part II Policies and Procedures for Comprehensive Supports Waiver Program \(COMP\) and New Options Waiver \(NOW\) Program](#), the [Part III Policies and Procedures for New Options Waiver Program \(NOW\)](#) [Part III Policies and Procedures for New Options Waiver Program \(NOW\)](#) manuals published by the Department of Community Health.
19. If Contractor fails to deliver the Contractor Expectations listed above, Contractor will be notified and may be required or permitted to develop a plan of correction. Continued underperformance may result in contract modification or other contract action, including termination of the contract.

C. Access:

Contractor, in conjunction with the individual's Support Coordination Agency, shall refer individuals to Intake and Evaluation for unmet service and support needs as indicated and/or requested by the individual.

D. Host Home Payment:

Administrative Cost and Payment to Host Home Contractor

The following are requirements for administrative costs of the Community Residential Alternative (CRA) contractor agency and the agency's payment to the Host Home provider:

1. Host Home Budget and Payment Details:
 - a. The budget and agreed payment details to the Host Home contractor or each individual in each Host Home enrolled by the DBHDD contractor agency must support the amount of payment to the Host Home provider, which allows for the provision of the CRA services specified in the ISP of the individual and ensures the health and safety of the individual in the Host Home arrangement.
 - b. Administrative Costs and Payment to Host Home Provider: The Contractor agency must pass through to the host home contractor(sub-contractor) at least 60 percent of the CRA rate.
 - c. Contractor agencies must comply with the DBHDD policy "[Process for Enrolling, Matching, and Monitoring Host Home/Life-Sharing Sites for DBHDD Developmental Disability Community Service Providers, 02-704.](#)"
2. Contractor agencies must comply with the DBHDD policy "[Supervision and Protection of Personal Funds and Belongings in Intellectual and Developmental Disability Residential Services, 02-702.](#)" Management of day-to-day living expenses shall include but is not limited to:

- a. Individuals who reside in agency operated Host Homes shall receive an agreement regarding day-to-day living expenses upon admission, annually, or as needed. This agreement shall be reviewed at the annual ISP and shall include a statement of all associated housing and food costs; and any estimated medical, dental, and clothing fees or charges assessed to the individual, to the extent that those funds are available.

Contractor agency shall notify the individual and Host Home Provider, in writing, of any changes in living expenses, within 60 days prior to the effective date. Copies of each day-to-day living expenses agreement are maintained in the record of the individual served.

- b. Day-to-day living expenses agreement must be signed by the CRA Provider agency and (if applicable) the Host Home Provider annually or whenever there is a change of Host Home Provider (before the individual moves into the Host Home).

E. Individualized Planning:

1. Contractor shall ensure that direct support staff and other staff participate in the development of ISP in full partnership with individuals and families, Support Coordination Agency, and Intake & Evaluation (I&E) staff.
2. Services must be individualized and person centered (as appropriate), geared to give individual real and meaningful choices about service options.
3. Contractor shall ensure that direct support staff and people who know the person best also participate in the **Support Intensity Scale** (SIS) interview i.e., but not limited to; Family Member, Guardian, or Advocate etc.
4. Contractor shall complete a Health Risk Screening Tool (HRST) at least 90 days prior to the ISP. The Contractor will update the HRST when a person experiences significant change in health, function, or behavioral status. The Contractor will use recommendations to provide education and training to mitigate identified risks. If a person's level is higher than a 3, the provider's nurse will review, make recommendations for supports, provide direction and sign off.

F. Quality Improvement:

1. Contractor shall maintain a well-defined approach for assessing and improving organizational quality. Approach will include indicators of performance goals for assessing and improving organizational quality.
2. Contractor shall have established quality indicators for positive health and safety outcomes, quality of services, and individual/family satisfaction.
3. Contractor shall assess and improve organizational quality on at least a quarterly basis. An outcome of this assessment should be a quarterly quality improvement report citing the extent to which Contractor met indicators of performance and goals. The quality improvement report should be made available for review by individuals and families.
4. If Contractor does not meet the stated service outcome expectations listed herein, Contractor will be notified and may be required or permitted to develop a plan of correction. Continued underperformance may result in contract modification or other contract action, including termination of the contract.

G. Provider Training:

The Contractor shall:

1. Develop an annual staff-training plan that assures staff competency to support the population(s) served.
2. Assure and provide documented evidence of completion of contractor and staff training.
3. Ensure that staff is trained in all aspects of the provision of applicable services and that the Contractor meets all Department core requirements regarding the orientation and training of staff and volunteers as set forth in the Provider Manual.
4. Maintain all appropriate professional licenses.

H. Plans of Care/ISP's:

The Contractor shall:

1. Comply with the principle of allowing individuals to choose their providers and the type of services they receive, and fiscal accountability based upon resource availability and sound evidenced based practice.
2. If individual receives services from more than one provider, ensure joint service planning and collaboration is achieved and utilized.

3. Cooperate with the agency and staff of the Department in service planning, continuous quality improvement, evaluation, and monitoring.

I. Individual Eligibility Requirements:

The Contractor shall ensure continued individual eligibility for benefits for each individual served such as Social Security benefits, Medicaid eligibility, etc. as appropriate.

J. Subcontracts:

The following rules apply to subcontracting by the Provider. ("Subcontract," "subcontractor," and "subcontracting," as used in these rules, have the definitions that are set forth in the contract.)

Rule 1- Permitted subcontracting:

Contractor may enter into subcontracts only for the following purposes:

- a. If Contractor is approved for Community Residential Alternative services, Contractor may contract with Host Homes in accordance with the DBHDD Policy "[*Process for Enrolling, Matching, and Monitoring Host Home/Life-Sharing Sites for DBHDD Developmental Disability Community Service Providers, 02-704.*](#)"
- b. Contractor may enter into contracts with licensed or board-certified professionals (such as Registered Nurses, psychologists, and Board-Certified Behavioral Analysts) for the performance of duties for which such professionals' licenses or board certifications are specifically required by DBHDD standards.
- c. Contractor may enter into contracts with nursing agencies for nursing services if, and only to the extent, allowed by the Department of Community Health in its NOW and COMP provider manuals.
- d. Contractor may enter into contracts with DBHDD-approved providers of Behavioral Supports Services (BSS) when those services are authorized. When such BSS subcontractor is an agency, the contractor must ensure that any subcontractor staff members through which the service is delivered have been approved by DBHDD to deliver the subcontracted service.

All such contracts/subcontracts shall comply with the following rules, as well as other applicable provisions of this Contract and other laws and regulations.

Rule 2 - Limitations on permitted subcontracting:

Any subcontract allowed under the above rules is subject to the following restrictions and limitations:

- a. Contractor shall not enter into a contract or other arrangement with another person or agency for the provision of all or substantially all of any service.
- b. Contractor may utilize independent contractors (including agencies) for aspects of service delivery, if Contractor's use of such independent contractors does not violate Rules (1) or (2) of this paragraph or any other applicable law, rule, or regulation, and if such use of independent contractors is not otherwise prohibited by DBHDD or by the Department of Community Health.
- c. Contractor must, at all times, maintain administrative control and clinical direction over all persons who have direct contact with individuals served for the purpose of service delivery, whether those persons are employees, independent contractors, volunteers, or any other person acting on Contractor's behalf; and Contractor shall not delegate such administrative control or clinical direction to another person or agency through a contract or other arrangement.

Rule 3 – Contractor shall not submit a bill or claim for services that have been provided in violation of any of the above rules regarding subcontracting, regardless of whether those services are funded through Medicaid or through state funds.

The Contractor agrees to reimburse the applicable state agency for any audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract that are delegated to the subcontractor.

K. Billing and Payment Process:

1. State Funded Services:

Claims for services identified in contracts as State Funded Fee For Service are required to be submitted to the Georgia Collaborative ASO via established procedures, within ninety (90) days from date of service delivery, or through the approved exception reporting process.

2. Medicaid Service:

Contractor will be compensated for Medicaid NOW/COMP Waiver services delivery in accordance with Medicaid guidelines and regulations, as referenced at <https://www.mmis.georgia.gov/portal/>.

L. Service Locations:

DBHDD approves Providers 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.

Contractor may request from the OPEPC a copy of the **Provider Approved Locations and Services (PALS)** document, which shows the Provider's approved services and locations. DBHDD will provide written notification to Contractor of subsequent changes to approved locations or services, as appropriate.

Contractor agrees that services covered by this Contract will be provided in counties and site locations approved by DBHDD in accordance with applicable service guidelines. Services delivered which are in violation of DBHDD service guidelines are not reimbursable through this contract.

M. Payment Methodology and Service Expectations for Approved State Funded Services:

Community Access Group Services:

- a. Contractor will provide Community Access Group to authorized individuals who meet the Department's criteria for state supported developmental disability services and who have no other means of payment for these services.
- b. Contractor agrees that Community Access Group will be offered and made available, if desired, to state funded individuals as indicated in the ISP.
- c. On an exceptional basis, for individuals receiving Community Access Group Services, the planned provision and utilization of services may be less frequent but must be so indicated in the individual's ISP and approved by the DBHDD Field Office.
- d. Payment requests for Community Access Group Services provided to any one individual shall not exceed the total monthly amount listed in the table below without prior review and authorization by the DBHDD Field Office. Individuals can receive additional group services (after receiving 120 hours of Community Access Group in a month) after hours and on weekends if services are needed and included in the ISP.
- e. Indirect Intervention Services consist of design and development of activities in any location outside the individual's own or family home or any other residential setting that assist the individual to learn, use, and/or maintain adaptive skills required for active community participation and independent functioning, which includes services provided on behalf of a specific individual.

Contractor shall be paid according to the table below:

Service Description	Unit Rate	Unit of Service	Payment Not to Exceed Annually Per Individual
Community Access Group Services	\$3.33	15 min	\$19,180.80

ANNEX B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

By: _____

(Signature of Official Authorized to Sign)

Date: _____



ANNEX C

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

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

Robert L. Pitts, Chairman
Name and Title of Authorized Representative

[Signature]
Signature

10/30/2023
Date

=====

INSTRUCTIONS FOR CERTIFICATION

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

ANNEX D

**Georgia Department of Behavioral Health and Developmental Disabilities
Providers of Medicaid Reimbursable Services
Contract Annex**

WHEREAS, Fulton County Department of Behavioral Health and Developmental Disabilities, the undersigned Provider, is approved to render the Medicaid reimbursable services as authorized by the Department of Behavioral Health and Developmental Disabilities (DBHDD) to be reimbursed under the categories of service hereinafter specified:

☒ New Options Waiver Services (NOW)

☒ Comprehensive Supports Waiver Program Services (COMP)

☐ Community Behavioral Health Rehabilitation Option (CBHRS) aka Medicaid Rehabilitation Option (MRO) as a:

☐ Tier 1: Comprehensive Community Provider (CCP); or

☐ Tier 2: Community Medicaid Provider (CMP); or

☐ Tier 3: Specialty Provider (SP)

WHEREAS the Department of Community Health (DCH) of the State of Georgia has entered into an administrative agreement with DBHDD to manage and administer the Medicaid program for persons receiving services through the public regional DBHDD system of care,

AND

WHEREAS the Georgia State Plan for Medicaid Assistance makes available reimbursement for certain covered services rendered by an enrolled Provider to an eligible recipient,

THEREFORE, the above-named provider does hereby agree as follows:

1. Abide by all terms and conditions of the Department of Community Health as outlined in the Medicaid Statement of Participation.
2. Abide by the Medicaid Policy and Procedures Manual and the DBHDD Provider Manual governing the category(ies) of service in which the agency has been certified to provide services.
3. Abide by and maintain compliance with the standards governing the services that the agency is authorized to provide.
4. Abide by the utilization guidelines established by the Department for the services the agency is authorized to provide.
5. Comply with and provide timely reports to the Department's external review organization as required through the agency's certification.
6. Submit all required service authorization and prior authorization request to the external review organization in accordance with the utilization guidelines and service codes. Failure to do so will result in the agency's repayment of unauthorized claims.
7. In accordance with the agency's contract, evaluate all Medicaid consumers who present for services to determine eligibility for services. If found eligible and that the services are medically necessary, provide services in a reasonable time in accordance with an authorized plan of care.
8. Assure that a claim is submitted for all services eligible for reimbursement.
9. Assure that claims are reimbursed and that rejected claims are pursued until resolution or final determination.
10. Submit all claims to the Department of Community Health's agent in an electronic manner as prescribed by DCH.

Provider Signature: _____

Date: _____

ANNEX E

PROVIDER MANUAL RECEIPT VERIFICATION

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://gadbhdd.policystat.com/>

Signature of Provider: _____ Date: _____

Contract Alterations

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

Signature of Provider: _____ Date: _____

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

Title: _____