B. The Contractor, any of its subcontractors, any employee or owner principal of the Contractor, or any employee or owner or principal of any subcontractor, violates or fails to comply with any law or regulation, or is convicted of violating or failing to comply with any law or regulation (whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place), during the term of this Contract. Laws and regulations contemplated by this subparagraph (B) include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicaid fraud and/or fraud against the State of Georgia or the federal government.

C. The Contractor is excluded from participation in the Medicaid or Medicare program or the Contractor's Medicaid Provider Enrollment Number is terminated.

D. The Contractor or any subcontractor provides any fraudulent or misleading information to DBHDD, or to agents or contractors of DBHDD who monitor the Contractor's service delivery or who monitor any Individual served by the Contractor (including, but not limited to, support coordination contractors and the support coordinators employed by them, auditors or reviewers employed by DBHDD, ASO employees who conduct inspections or reviews of the Contractor, etc.), or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies.

E. The Contractor cannot meet its financial obligations, including but not limited to payroll, staffing, rents, repairs, utilities, insurance, etc.

F. The Contractor or any subcontractor of Contractor has a sanction, restriction, suspension or revocation of a license, certification, or accreditation required by DBHDD or by the Department of Community Health for providing services under this Contract.

G. The Contractor fails or is unable to meet and maintain full credentialing status with DBHDD or its designee.

H. The Contractor fails to comply with DBHDD Policy including, but not limited to, any applicable DBHDD Provider Manual.

I. The Contractor fails to comply with audit, review, staffing, or accreditation requirements as set forth in DBHDD policies Noncompliance with Audit Performance, Staffing, and Accreditation Requirements for Community Behavioral Health Providers, 01-113 or Accreditation and Compliance Review Requirements for Providers of Developmental Disabilities Services, 02-703.

J. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.

K. An assignment is made by the Contractor for the benefit of creditors.

L. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.

M. DBHDD deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any Individual and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, Individuals, facilities, or services.

N. If Contractor is:

1. A natural person (i.e. not a business entity) or

2. A LLC, corporation, or other entity, in which only one natural person performs or carries out the substantive services contemplated by this Contract,

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

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) 05/22/2024

A. State and Federal government agencies, including but not limited to DBHDD; the Department of Human Services, including the Division of Family and Children Services and its office of Adult Protective Services; and the Department of Community Health and its authorized agents, shall have full and complete access to all Individual records, electronic health records system and audit trail logs, administrative records, financial records, pertinent books, documents, papers, correspondence(including e-mails), management reports, memoranda, audio and video recordings, and any other records of the Contractor and its subcontractors in electronic or other form, as well as full and complete access to employees and subcontractors (and employees of subcontractors) of Contractor outside the presence of other persons and without recording or monitoring by Contractor, for the purpose of conducting reviews, audits, investigations, or examinations of delivery of services by Contractor, or of delivery of services by any other agency/provider who has provided services authorized by DBHDD, or of any other conduct of Contractor or any other agency/provider affecting the Individuals served by the Contractor. Contractor and subcontractor record retention requirements are seven (7) years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. Notwithstanding any law to the contrary, to ensure the quality and integrity of Individual care, Contractor shall be required to provide DBHDD or authorized agents, upon request, complete access to, including but not limited to authorization to examine and reproduce (and to remove reproductions from Contractor's premises), any records in electronic or other form required to be maintained in accordance with this Contract and any subcontracts, the HIPAA Business Associate Agreement if applicable, standards, or rules and regulations of DBHDD or pursuant to State laws and regulations.

C. The Contractor agrees that DBHDD or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of the Contractor or subcontractor. The Contractor agrees to cooperate fully in such investigations by providing DBHDD full access to its records and the records of subcontractors, and to allow its employees to be interviewed by DBHDD investigators, outside the presence of other persons, during such investigations.

D. DBHDD and its authorized agents shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of its subcontractors. Such monitoring and inspection activities may include, without limitation: onsite health and safety inspections; financial and quality/clinical audits; review of any electronic or other records developed directly or indirectly as a result of this Contract; review of electronic health record systems and associated system audit trail logs for records of Individuals covered under this Contract; review of management systems, policies and procedures; review of service authorization and utilization activities; and review of any other areas, activities or materials relevant to or pertaining to this Contract or the HIPAA Business Associate Agreement if applicable. DBHDD may require the Contractor to develop corrective action plans as appropriate. DBHDD may require such corrective action plans to include requiring the Contractor to make changes and/or ensure changes by any subcontractor in service authorization, utilization practices, and/or any activity deemed necessary by DBHDD.

PARA #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 CONTACT INFORMATION WITH LOCAL SHERIFF AND LAW ENFORCEMENT: (117) 06/23/2022

Contractor agrees to provide and/or obtain, as appropriate, information required on any Form 1013 and Form 2013 (in accordance with DBHDD Policy *Form 1013 and Form 2013 – Certificate Authorizing Transport to Emergency Receiving Facility and Report of Transportation, 01-110*) between the sending and receiving facilities, in order to facilitate proper and timely referral and transportation for individuals for behavioral health services.

PARA #121 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 #122 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 #123 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 #124 PUBLICITY: (116) 05/22/2024

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

PARA #125 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 #126 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 #127 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 #128 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 #129 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 #130 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 #131 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 #132 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 #133 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 #134 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 #135 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 #136 CONTRACTOR ACCREDITATION/TIER 2 STANDARDS REQUIREMENTS: (119) 05/02/2016

The Contractor agrees to maintain or obtain the required accreditation as outlined in *Accreditation and Standards Compliance Requirements for Providers of Behavioral Health Services, 01-103* (and comply with the standards found in *Community Medicaid Provider (CMP) Standards for Georgia's Tier 2 Behavioral Health Services, 01-230*) 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 #137 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 #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 #143.

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) 05/22/2024

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

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

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

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

   1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf ;
   2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at 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 https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf;

2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing Department premises and prior to interacting with Department employees; and on an annual basis thereafter; and
3. Upon request of the Department, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

PARA #144 REQUESTS FOR FINANCIAL INFORMATION: (1288) 05/22/2024

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

SECTION II SPECIAL TERMS AND CONDITIONS **SECTION 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.
3. The Contractor acknowledges that as a condition for receiving Substance Abuse, Prevention and Treatment (SAPT) Block Grant funds the Contractor is agreeing to the conditions and terms for the use of these funds, prohibition of use, and the provision of specific services in accord with the conditions contained in the Program Requirements, attached hereto as **Annex D** and any subsequent revision to these guidelines required by federal and state requirements.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 PAYMENT METHODOLOGY

Contractor agrees to comply with the Payment Methodology attached as **Annex E**.

PARA #302 PAYMENT TO CONTRACTOR: (301) 05/22/2002

A. Upon approval by the Department, the DBHDD Office of Budget and Finance will process expenditure reports and invoices and issue payments to the Contractor.

B. The total funding approved for this contract is **$150,000.00** and payments will be made in accordance with the categories detailed in **Annex F**, Funding Specifications, of this contract.

PARA #303 PAYMENT STIPULATIONS: (302) 06/08/2017

A. The Contractor agrees 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. The Contractor agrees 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. The Contractor agrees 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 #304 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 #305 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) 05/16/2023

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable Federal and State laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse 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. Title XIX, Part B - Block Grants Regarding Mental Health and Substance Abuse, Section 1921 – 1935, 1941-1956 (93.959)

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS: (402A) 05/16/2023

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)
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 G**.

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
Annex B	Certification Regarding Lobbying
Annex C	Certification Regarding Debarment
Annex D	SAPT Block Grant Requirements
Annex E	Payment Methodology
Annex F	Funding Specifications
Annex G	Provider Manual Receipt Verification

ANNEX A

SERVICES, EXPECTATIONS, OUTCOMES
ADDICTIVE DISEASE
HIV / EIS PROVIDERS

A. Services and Deliverables:

Contractor shall provide all of the following **HIV Early Intervention Services (HIV EIS):**

1. Contractor shall dedicate a full-time staff person, or the equivalent of one full-time staff person, at the primary drug treatment site to provide HIV prevention services. Ideal candidates are counselors, nurses, or health educators that have expertise with HIV and other sexually transmitted diseases as well as additive diseases. The HIV EIS staff person shall be supervised by a licensed professional. The EIS staff person shall serve as the HIV resource person within the agency offering consumers the following:

    a. HIV prevention educational groups
    b. Risk reduction counseling, and
    c. HIV counseling and testing

    All HIV-positive consumers, whether self-identified positive or newly diagnosed, shall be linked to appropriate medical care and social services. The EIS staff person shall develop and enhance relationships with other healthcare providers, collaborating with a network of medical and social service providers that serve the substance-abusing population in order to ensure seamless delivery of services.

2. Contractor shall assure 100% of eligible (non-duplicated, new admission) clients in addictive disease service/programs are offered HIV pre-test prevention counseling and, when appropriate, offered antibody testing.

3. Contractor shall provide confidential HIV/AIDS counseling and testing as a standard of care, with referral to anonymous testing available to those who request it.

4. Contractor shall ensure that 100% of HIV-positive consumers (newly diagnosed or self-identified) who are not already linked to services are referred to the local county public health department or community AIDS service organization for additional medical evaluation and care and, when deemed appropriate, notification of their partners.

5. Contractor shall develop outreach strategies to bring testing and education to high-risk and at-risk populations beyond the walls of the agency. Outreach activities are to be designed in response to the unique needs of the community and may include testing and education at health fairs, on college campuses, in churches, in detention centers, or in other community gathering places.

6. Contractor shall ensure that all staff members providing HIV Early Intervention Services complete the required Rapid HIV Testing & Prevention Counseling training. Contractor shall ensure that all HIV EIS staff members follow the guidelines set forth in the agency's Rapid HIV Testing Policy, Procedures, and Quality Assurance Plan.

7. Contractor shall require that HIV EIS staff members participate in technical assistance activities including annual HIV EIS training events.

8. Contractor shall write or update annually site-specific policy and procedures regarding confidentiality of HIV, Rapid HIV Testing, and related information in compliance with Federal Substance Abuse confidentiality law (42 CFR Part 2), and any other applicable State and Federal confidentiality statutes.

B. Eligibility Criteria:

Adults, age eighteen or older, who are receiving substance abuse services or seeking substance abuse services through any of DBHDD's contracted substance abuse providers.

C. Geographic Area:

See **PARA #106 APPROVED SERVICES AND LOCATIONS** in **SECTION I GENERAL CONTRACT PROVISIONS** of this document. Contractor further agrees to provide services to eligible individuals presenting for services at established approved service sites operated by Contractor, without regard to the individual's county of residence.

D. Reporting Expectations:

On a quarterly basis the contractor shall report to the HIV/EIS Coordinator the following:
1. Number of individuals receiving HIV counseling, education, and testing
2. Community outreach events

3. Staff training data and their relationship with the Health Department
4. Identified barriers and gaps, as well as successes in service delivery
5. Plan, refine and identify intervention strategies

E. Subcontracting:

Subcontracting is prohibited except as allowed by the subcontracting provisions of DBHDD's *Provider Manual for Community Behavioral Health Providers* (the "Provider Manual"), as from time to time amended. In the event that subcontracting that would be allowed by the Provider Manual is prohibited by applicable State or Federal law or regulation, such law or regulation takes precedence and the subcontracting is prohibited.

F. Payment:

See **Annex E** - Payment Methodology for payment information.

ANNEX D

SUBSTANCE ABUSE, PREVENTION AND TREATMENT BLOCK GRANT
Block Grant-Funded Program Requirements

Federal Substance Abuse Prevention and Treatment Block Grant Funds provide for allotments each year to States for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. The Block Grant funds may be expended to provide for a wide range of activities to prevent and treat substance abuse and may be expended to deal with the abuse of alcohol, the use or abuse of illicit drugs, and the abuse of licit drugs. The requirements for the expenditure of these funds are summarized below. The complete description of these requirements known as 45 CFR 96 – Rules and Regulations, may be found on the Substance Abuse Mental Health Services Administration (SAMHSA) web site.

All Block Grant-funded programs are required to give pregnant women preference in admissions to treatment.

SAPT Block Grant Priority Populations

1. addicted women who are pregnant
2. addicted women who have dependent children
3. injecting drug users
4. individuals in SA treatment who are at-risk for or infected with HIV and/or TB

96.126 Intravenous Drug Abusers:

If the program is an SAPT Block Grant-funded program that serves an injecting drug abusing population, the program will give preference to treatment in the following order:

1. Pregnant injecting drug users first
2. Other pregnant substance abusers second
3. Other injecting drug users third
4. All others
   - Block Grant-funded programs that treat individuals for intravenous substance abuse must admit each individual who requests and is in need of treatment for intravenous drug abuse not later than 14 days from the first day of seeking treatment.
   - When programs cannot admit individuals for intravenous substance abuse within 14 days, the program must:
     - admit these individuals within 120 days
     - have a mechanism for maintaining contact with individuals awaiting admission
     - make interim services available within 48 hours
5. The program will establish a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

   The program will have in place a mechanism that enables it to:

   a) Maintain contact with individual clients awaiting admission

   b) Consult with the State's capacity management system to ensure that waiting list clients are admitted or transferred to an appropriate treatment program within a reasonable geographic area at the earliest possible time.
6. The program will take clients awaiting treatment for intravenous substance abuse off the waiting list only when such persons:

   a) Cannot be located for admission into treatment or

   b) Refuse treatment
7. The program will have in place activities that will encourage individuals in need of treatment services for intravenous drug abuse to undergo such treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method:

   a) The standard intervention model as described in The NIDA Standard Intervention Model for Injection Drug Users: Intervention Manual, National AIDS Demonstration Research (NADR) Program, National Institute on Drug Abuse, (Feb. 1992)

   b) The health education model as described in Rhodes, F., Humfleet, G.L. et al., AIDS

   c) Intervention Program for Injection Drug Users: Intervention Manual, (Feb. 1992)

   d) The indigenous leader model as described in Wiebel, W., Levin, L.B., The Indigenous

   e) Leader Model: Intervention Manual, (Feb. 1992)
8. The program will have procedures in place to ensure the following:

   a) Selecting, training, and supervising outreach workers

b) Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

c) Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

d) Recommending steps that can be taken to ensure that HIV transmission does not occur.

96.127 General Requirements Regarding Tuberculosis:

1. The program directly, or through arrangements with other public or nonprofit private entities, shall routinely make available TB services to each individual receiving treatment for substance abuse.
2. The Required TB services include: Counseling individuals with respect to TB, TB testing, appropriate medical evaluation and treatment for individuals with TB.
3. For clients denied admission to the program on the basis of lack of capacity, the program shall refer such clients to other providers of TB services.

96.128 Requirements Regarding HIV4

If a program is an SAPT Block Grant-funded HIV early intervention program, the program will make available the following services at the sites at which individuals are undergoing treatment for substance abuse:

1. Appropriate HIV/AIDS pre- and post-test counseling.
2. Appropriate HIV/AIDS tests:
   a) Diagnose the extent of the deficiency in the immune system
   b) Provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.
3. The program will establish linkages with a comprehensive community resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services and to facilitate referral.
4. The Program will ensure that HIV early intervention services are undertaken voluntarily, provided with patients' informed consent, and are not required as a condition of receiving substance abuse treatment or any other services.

96.131 Treatment Services for Pregnant Women:

1. The program shall give preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant-funded treatment services.
2. The program will make interim services available **within 48 hours of seeking treatment** to pregnant women who cannot be admitted due to lack of capacity.
3. When appropriate, the program shall offer interim services that include, at a minimum one of the following:
   a) Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
   b) Interim services must also include referral for HIV or TB treatment services, if necessary
   c) For pregnant women, interim services should also include referrals for prenatal care and counseling on the effects of alcohol and drug use on the fetus.
   d) Interim services *may* also include federally authorized methadone maintenance.

Programs receiving funds for pregnant women and women with dependent children **(PWWDC)** are required to provide or arrange for:

- Primary medical care, including prenatal care for women who are receiving substance abuse services.
- The program shall provide or arrange for childcare while the women are receiving services with the contracted providers.
- Primary pediatric care for the women's children, including immunizations, gender-specific substance abuse treatment, and other therapeutic interventions that address issues such as relationships, sexual and physical abuse, and parenting.
- The program shall provide or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services provided.

96.132 Additional Requirements

1. The program makes continuing education in substance abuse treatment and prevention services available to employees who provide the services.
2. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
   a) Complies with all applicable State and Federal laws and regulations, including 42 CFR part 2

b) Includes provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

96.135 Restrictions on the use of SAPT Block Grant

1. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
   a) The individual cannot be effectively treated in a community-based, nonhospital, residential program
   b) The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment program
   c) A physician makes a determination that the following conditions have been met:
      i. The primary diagnosis of the individual is substance abuse, and the physician certifies that fact
      ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program
      iii. The service can reasonably be expected to improve the person's condition or level of functioning
      iv. The hospital-based substance abuse program follows national standards of substance abuse professional practice
   d) The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program).
2. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
3. The program does not expend SAPT Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

ANNEX E

PAYMENT METHODOLOGY

Non-FFS Payment Methodology:

Contractor must submit Monthly Income and Expenditure Reports (MIERS) for non-FFS reimbursement for services delivered as described within this contract. Contractor must submit encounters for all applicable services to the ASO.

HIV Early Intervention Services (EIS): For the provision of HIV / EIS Services, Contractor shall be paid according to the table below:

Service Description	**UAS Budget Code**	**Payment** per Month	**Payment** Not to Exceed Annually
HIV/EIS	602	**Reimbursement of Expenses**	**$ 150,000.00**

ANNEX F

FUNDING SPECIFICATIONS

I. In consideration of the performance by the Contractor of services detailed in the contract, the Department agrees to provide State and/or Federal funds in the appropriated budget categories as specified below. The total funding approved for this contract is **$150,000.00** and total payments shall not exceed this amount.

The Contractor agrees to submit a Monthly Income and Expense Report (MIER) to the Department of Health and Developmental Disabilities by the 10th calendar day of the following month with the exception of the MIERS for the months of September and June. The deadline for the months of September and June shall be determined by the department.

II. **PERFORMANCE CONTRACT:**

The Contractor agrees to submit to the Department by the 10th calendar day of the following month a Performance Based Contract Budget Program Reporting Summary and documentation of number of consumers served/enrolled as specified in reporting requirements for each of the service categories. The submission dates for the months of September and June shall be determined by the Department.

The Department will authorize performance payments to the Contractor on a monthly basis in accordance with the payment methodologies and amounts listed in **Annex E**, based on submission of required forms and documentation to include all monthly reports required. Payment requests with documentation must be sent by the Contractor to the Department. The total amount to be paid by the performance payment method for this contract shall not exceed **$150,000.00.**

Program Budget #	Program Description	Type	Continuation Budget Funding	Adjustment	Total
740	HIV / Early Intervention Services	State	$0.00	$0.00	$0.00
		Fed	$150,000.00	$0.00	$150,000.00
		Total	$150,000.00	$0.00	$150,000.00
Totals		State	$0.00	$0.00	$0.00
		Fed	$150,000.00	$0.00	$150,000.00
		Total	$150,000.00	$0.00	$150,000.00

Georgia Department of Behavioral Health and Developmental Disabilities
Budget Expense and Resource Summary for Region # 3
Payment for Service and Fixed Rate Programs

	Number	Description		
Division	**030**	**Behavioral Health & Developmental Disabilities**	**FISCAL CCYY:**	2026
Local Agency:	998	Fulton County Department of Behavioral Health Developmental Disabilities- HIV	**Budget Approval Code:**	**0**
Budget Program:	602	HIV Early Intervention Services (EIS)	**Budget Revision:**	

PROPOSED EXPENSES

SCOA	Description	CURRENT BUDGET	+	ADJUSTMENT +/-	=	REVISED BUDGET
622.003	Payment for Services or Fixed Rate Contract	$ 150,000.00				$ 150,000.00

PROPOSED RESOURCES

Fund Source	Description	CURRENT BUDGET	+	ADJUSTMENT +/-	=	REVISED BUDGET
8001	Payment for Services or Fixed Rate Contract	$ 150,000.00				$ 150,000.00

AGENCY SIGNATURE

I certify that to the best of my knowledge, the information on this SUMMARY is a true and accurate statement of the expenses and consumers served for specified month.

Authorized Agency Signature — **Date**

CHAIRMAN
Title

DBHDD SIGNATURE

Reviewed By:

Authorized DBHDD Signature — **Date**

DBHDD Form 1262 (revised 6/28/2010)

ITEM #25-0375 SRM 5/21/25
SECOND REGULAR MEETING

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 _____ County.

CONTRACTOR EXECUTION:

_____
Signature

_____
Date signed by Contractor

ROBERT L. PITTS
*Typed name of individual signing Chairman, Commission of Fulton County

Date: _____

_____
Attestor's Signature

TONYA GRIER
Attestor's typed name

CLERK TO THE COMMISSION
**Title of Attestor

*Must be Chairman or sole Commissioner
**Must be Clerk of Commission

DEPARTMENTAL EXECUTION:

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

_____
Commissioner or Authorized Designee

_____
Date signed by the Department

ITEM #25-0375 SRM 5/21/25
SECOND REGULAR MEETING

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: _____ Date: _____
(Signature of Official Authorized to Sign)

ITEM #25-0315 SRM 5/21/25
SECOND REGULAR MEETING

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 Pitts, Chairman _____ _____

Name and Title of Authorized Representative | Signature | Date

==========

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ITEM #25-0315 SRM 5/21/25
SECOND REGULAR MEETING

ANNEX G

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: CHAIRMAN

ITEM #25-0315 SRM 5/21/25
SECOND REGULAR MEETING

STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENTAL ADMINISTRATIVE INFORMATION

Expense: X

REGIONAL CONTRACT #: **44100-263-0262026030**

Total Obligation: $ **150,000.00**

Contractor's FEI #: **58-6001729**
Contractor's FY End Date: **06-30**
NPO Status: **Non-Profit**
Contractor's Entity Type: **Public**

Federal: $ **150,000.00**
State: $ **0.00**

NIGP Code: **95262**
CFDA #: **93.959**

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 2025, and shall terminate on the 30th day of June 2026, 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://gadbhdd.policystat.com/*. This website includes a link to the ***DBHDD PolicyStat Index*** which will assist Contractor in identifying the applicable policies for Community Providers. Contractor agrees to comply with the DBHDD policies applicable to Contractor, as from time to time amended, whether or not any such policy is specifically referenced in this Contract.

B. DBHDD and the Department of Community Health (DCH) also maintain Provider Manuals for Community Behavioral Health Services and for Community Developmental Disabilities services with which community services providers are required to comply at all times. Contractor agrees to comply with the DBHDD and DCH Provider Manuals applicable to Contractor, whether or not a specific Provider Manual requirement is specifically referenced in this Contract. All DBHDD and DCH Provider Manuals are accessible through the *DBHDD PolicyStat* website at *https://gadbhdd.policystat.com/*. By execution of this Contract, Contractor certifies that Contractor has accessed and reviewed the applicable Provider Manual.

C. Provider Manuals are applicable depending upon the type of services a provider is approved by DBHDD to provide.

   1. For Behavioral Health services, the applicable Provider Manual is the DBHDD Provider Manual for Community Behavioral Health Providers and is found within DBHDD Policy *Provider Manual for Community Behavioral Health Providers, 01-112*.

   2. For Developmental Disabilities services, the applicable DBHDD Provider Manuals are the DBHDD Provider Manual for Community Developmental Disabilities Providers (for NOW and COMP waiver services) and, when the provider is providing State-funded services, the DBHDD Provider Manual for Community Developmental Disabilities Providers of State-Funded Developmental Disabilities Services. Links to the current version of these manuals is found in DBHDD Policy *Provider Manuals for Community Developmental Disabilities Providers, 02-1201* and *NOW and COMP Waivers for Community Developmental Disability Services, 02-1202*.

   3. For Developmental Disabilities services funded through the NOW and COMP waivers, the applicable DCH Provider Manuals (to be used in addition to the DBHDD Provider Manuals) are found at DCH's MMIS website: http://www.mmis.georgia.gov/. All NOW and COMP waiver service providers must comply with the DCH manual *Part I Policies and Procedures for Medicaid/Peachcare for Kids.* All NOW and COMP waiver service providers must also comply with the applicable *Part II* and *Part III* DCH manuals, as required and specified by DCH. For convenience, DBHDD has listed the applicable *Part II* and *Part III* manuals in the DBHDD policy *NOW and COMP Waivers for Community Developmental Disability Services, 02-1202*; however, the 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) 05/22/2024

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) 05/22/2024

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.