

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

**DEPARTMENTAL ADMINISTRATIVE INFORMATION**

Expense: <u>X</u>		DBHDD CONTRACT #: <u>44100-026-CMA00005328</u>
Total Obligation: \$	<u>500,000.00</u>	Contractor's FEI #: <u>58-6001729</u>
		Contractor's FY End Date: <u>06-30</u>
		Contractor's Entity Type: <u>Public</u>
Federal: \$	<u>0.00</u>	NIGP Code: <u>90614</u>
State: \$	<u>500,000.00</u>	CFDA #: <u>N/A</u>
Match: \$	<u>0.00</u>	

**SECTION I GENERAL CONTRACT PROVISIONS**

SECTION I A

**PARA #101 CONTRACT BETWEEN:** (101) 05/02/2016

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

AND

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

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

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

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

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

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

**PARA #102 PERIOD OF CONTRACT:** (102A) 03/10/1994

This contract has an effective beginning date of the 25<sup>th</sup> day of September, 2024, and shall terminate on the 24<sup>th</sup> day of September, 2024, unless terminated earlier under other provisions of this contract.

**PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:**

(103) 05/02/2014

A. Mailing Addresses:

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

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

Georgia Department of Behavioral Health and Developmental Disabilities  
Attn: Christopher Hamilton  
200 Piedmont Avenue, S.E., West Tower  
Atlanta, GA 30303  
Telephone #: 404-657-1647  
E-mail: [christopher.hamilton@dbhdd.ga.gov](mailto:christopher.hamilton@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 Forester  
141 Pryor Street, Suite 1031  
Atlanta, GA 30303  
Telephone #: 404-613-7013  
E-mail: [LaTrina.Forester@fultoncountyga.gov](mailto:LaTrina.Forester@fultoncountyga.gov)

B. Mailing Address for Contract Payments:

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

Fulton County Department of Behavioral Health and Developmental Disabilities  
141 Pryor Street, Suite 1031  
Atlanta, GA 30303

**PARA #104 DEFINITIONS:**

(104) 04/29/2020

As used in this CONTRACT:

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

**“Individual”** means a person to whom Contractor is providing services pursuant to this Contract.

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

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

**PARA #105 COMPLIANCE WITH DBHDD POLICIES AND PROVIDER MANUALS:**

(105) 04/19/2021

- A. DBHDD sets policies with which community service Providers are required to comply at all times. All DBHDD policies are accessible through the [DBHDD PolicyStat](https://gadbhdd.policystat.com/) 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](https://gadbhdd.policystat.com/) website at <https://gadbhdd.policystat.com/>. By execution of this Contract, Contractor certifies that Contractor has accessed and reviewed the applicable Provider Manual.

- C. Provider Manuals are applicable depending upon the type of services a provider is approved by DBHDD to provide.
1. For Behavioral Health services, the applicable Provider Manual is the DBHDD Provider Manual for Community Behavioral Health Providers and is found within DBHDD Policy [Provider Manual for Community Behavioral Health Providers, 01-112](#).
  2. For Developmental Disabilities services, the applicable DBHDD Provider Manuals are the DBHDD Provider Manual for Community Developmental Disabilities Providers (for NOW and COMP waiver services) and, when the provider is providing State-funded services, the DBHDD Provider Manual for Community Developmental Disabilities Providers of State-Funded Developmental Disabilities Services. Links to the current version of these manuals is found in DBHDD Policy [Provider Manuals for Community Developmental Disabilities Providers, 02-1201](#) and [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#).
  3. For Developmental Disabilities services funded through the NOW and COMP waivers, the applicable DCH Provider Manuals (to be used in addition to the DBHDD Provider Manuals) are found at DCH's MMIS website: <http://www.mmis.georgia.gov/>. All NOW and COMP waiver service providers must comply with the DCH manual Part I Policies and Procedures for Medicaid/Peachcare for Kids. All NOW and COMP waiver service providers must also comply with the applicable Part II and Part III DCH manuals, as required and specified by DCH. For convenience, DBHDD has listed the applicable Part II and Part III manuals in the DBHDD policy [NOW and COMP Waivers for Community Developmental Disability Services, 02-1202](#); however, the Provider has an independent duty to confirm which DCH manuals are applicable.
- D. Each Provider Manual is updated periodically (generally in January, April, July, and October of each year), and the Contractor is responsible for complying with the Provider Manual as amended.
- E. Each Provider Manual contains definitions and descriptions of the various services which DBHDD may authorize Contractors to deliver. Contractor agrees to maintain a record of which of those services DBHDD has authorized Contractor to deliver under this Contract, and Contractor shall deliver those services in accordance with the service definitions and descriptions in the Provider Manual, as well as with the other requirements and standards set forth in the Provider Manual.

**PARA #106 APPROVED SERVICES AND LOCATIONS:**

(106) 06/02/2020

- A. DBHDD's Office of Provider Enrollment approves Contractors to deliver specific services at particular physical addresses and for specified counties of coverage. The only services that may be provided under this Contract are those for which Contractor has received specific approval to deliver from DBHDD's Office of Enrollment.
- B. Contractor may request and will be provided with the ***Provider Approved Locations and Services*** document from the Office of Provider Enrollment at any time, and a copy is provided at the initiation or renewal of each Contract. DBHDD will provide written notification to Contractor of subsequent changes to approved locations or services, as appropriate, throughout the term of this Contract.
- C. Contractor agrees that the services covered by this Contract will be provided only in the counties and from the site locations at the physical addresses that are approved by the DBHDD Office of Provider Enrollment. Services the Contractor are not approved to deliver and services delivered in unapproved locations are not covered by this Contract and are not reimbursable. Submission of claims for services delivered in unapproved locations may result in termination of this Contract.

**PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:**

(104A) 06/22/2022

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

state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

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

**PARA #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.
- 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 the 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 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

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

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

**PARA #120 COORDINATION OF CARE:**

(118) 05/01/2015

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

**PARA #121 COLLECTION OF AUDIT EXCEPTIONS:**

(118) 03/08/2017

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

**PARA #122 SUBCONTRACTS:**

(115B) 03/08/2017

- A. Except as specifically permitted by DBHDD Policy or an Annex to this Contract, Contractor may not subcontract the services covered under this Contract.
- B. In the event subcontracting is permitted, Contractor agrees to provide DBHDD a list of all subcontractors. The list shall include, at a minimum, the following information for each subcontractor: the disability or behavioral health group or groups served; the services provided; and the expected annual cost of services. The list will be submitted to DBHDD at the time this Contract is signed. The Contractor further agrees to provide an updated list of subcontractors to DBHDD at the end of each quarter or upon implementation of any changes to subcontract arrangements (including, but not limited to, Contractor's entering into any new subcontract, or the termination or expiration of any subcontract) .
- C. Any subcontract of the Contractor for the provision of Individual services and/or operational services addressed in whole or in part by a Provider Manual will incorporate a verification to be signed by the subcontractor indicating the subcontractor has received and will comply with the applicable Provider Manuals and Policies. The Contractor specifically agrees to be responsible for the performance of any subcontractors and for subcontractors' compliance with applicable provisions of this Contract and the Provider Manual and Policies. The Contractor will ensure that the subcontractors both understand and abide by the provisions of this Contract, all relevant provisions of the Provider Manual and Policies, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the subcontractor.
- D. Any subcontract of the Contractor will clearly state, in writing, the service or product being acquired through said subcontract, with detailed description of cost.
- E. The Contractor agrees to reimburse DBHDD or any other applicable agencies for any Federal or State audit disallowances arising from any subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor.
- F. If the Contractor subcontracts for the provision of any deliverables pursuant to this Contract, the Contractor must require in each subcontract, that the subcontractor(s) is required to adhere to each provision of this Contract related to the quality and quantity of the deliverables, compliance with State and Federal laws and regulations, confidentiality, including a Business Associate Agreement where applicable, auditing, including access to records, and contract administration.
- G. The Contractor shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the Contract requirements, including but not limited to compliance with the Provider Manual or any applicable DBHDD or DCH policy. The Contractor's failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case DBHDD may pursue appropriate remedies as a result of such breach, including but not limited to termination of this Contract.
- H. If Contractor is a HIPAA Business Associate of DBHDD, Contractor must obtain a Business Associate Agreement with any and all subcontractors that create, receive, maintain or transmit protected health information (PHI) on behalf of Contractor for the work of this Contract. Such Business Associate Agreement shall be in compliance with the requirements of HIPAA regulations at 45 CFR Parts 160 and 164. Contractor shall provide copies of all such Business Associate Agreements to DBHDD upon request, and shall retain copies of such Business Associate Agreements and related documentation of compliance with HIPAA for no less than six (6) years following the termination of this Contract, the Business Associate Agreement with the subcontractor, or the conclusion of all activity under such contracts and agreements, whichever is latest.
- I. Whenever the Contractor is utilizing the services of a person or entity who is not Contractor's employee to provide reimbursable services covered by this Contract, the Contractor shall obtain a verification form signed by that person or entity affirming that the Contractor has reviewed the requirements of this Contract and all applicable DBHDD Policies and Provider Manuals with that person or entity and has instructed that person or entity as to how to access the electronic versions of DBHDD Policies and Provider Manuals. This requirement is applicable to all subcontractors, independent contractors, employees of staffing agencies, students, interns, and volunteers, and any and all others who are not employees of the Contractor. The Contractor will ensure that any such person or entity both understands and abides by all pertinent provisions of the Contract, all relevant provisions of the Provider Manual, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the work of that person or entity. The Contractor shall maintain these forms and will make them available upon request to DBHDD or its authorized agent.

**PARA #123 PUBLICITY:**

(116) 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 #124 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:**

(124) 05/02/2014

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

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

**PARA #125 CONSULTANT/STUDY CONTRACT:**

(118) 06/23/2022

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

**PARA #126 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:**

(119) 05/01/2015

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

**PARA #127 DRUGFREE WORKPLACE:**

(120) 06/23/2022

- A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102 et seq.) and that:
  - 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
  - 2. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that

a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."

C. Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification hereinabove; or
2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

**PARA #128 TOBACCO AND SMOKE FREE ENVIRONMENT:**

(126) 03/08/2017

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

**PARA #129 DEPARTMENTAL PROHIBITIONS RELATED TO:**

(136C) 05/11/2004

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

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

(153) 06/23/2022

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

**PARA #131 AIDS POLICY:**

(123) 03/08/2017

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

**PARA #132 INDEMNIFICATION:**

(124) 03/08/2017

- A. To the extent allowed by law, Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DBHDD, the Department of Community Health, the Department of Administrative Services, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
- B. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such amounts paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

- C. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved in writing by the Indemnitees.

**PARA #133 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 #134 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 #135 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 #136 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 #137 INSURANCE:**

(125) 06/23/2022

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

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

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

**PARA #138 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.

**PARA #139 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY:**

(156) 05/22/2024

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

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

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

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

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

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

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

## SECTION II SPECIAL TERMS AND CONDITIONS

SECTION II A

### PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 03/17/2003

#### WITNESSETH:

**WHEREAS**, the Department has a need for and desires planning and design work for a new Behavioral Health Crisis Center in North Fulton County on behalf of DBHDD.

#### AND

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

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

A. The Contractor agrees to process and complete the feasibility study that will include:

1. Site investigation to determine construction feasibility
2. A conceptual design of the facility created by a 3<sup>rd</sup> party consultant
3. Compilation and review of all Georgia DBHDD requirements
4. Issuance of a Request for Proposals (RFP) for design and construction
5. Review of Fulton County's land portfolio for any suitable properties that could be donated pending approval by the Board of Commissioners

**AND**

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

**SECTION III CONTRACT PAYMENT PROVISIONS**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301E) 02/23/1984

The Department will pay the Contractor the sum of **\$500,000.00**. The Contractor may request the entire contract amount to be paid in a single payment upon approval by the Department.

**PARA #302 INVOICE SUBMISSION:**

(306B) 04/08/1998

The Contractor agrees to submit an invoice not later than 15 working day(s) following the end of each month in accordance with the fixed rate/progress payment schedule during the term of this contract. Any invoice submitted more than 10 days following the contract termination date will not be paid by the Department. The invoice form to be used is attached to this contract as **Annex A**.

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

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

(401G) 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(a)(30)(A).
- 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 is the OMB Supercircular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants," codified at 2 C.F.R. Part 200, including Appendix VII for contracts with State and local governments. Indirect Costs charged to programs reimbursed with State or Federal Funds must be supported by an Indirect Cost plan approved by, and on file with DBHDD or an Indirect Cost Rate approved by the Contractor's Federal cognizant agency. Contractor is responsible for notifying DBHDD of any significant changes to the plan, once approved.
- H. Comply with all State and Federal laws, rules and regulations regarding each Individual's rights
- I. The federal cost principles for determining allowable costs for this contract is 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.

**PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:**

(402A) 05/17/2023

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

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

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

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

**Additional Financial Reporting Requirements**

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

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

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

**PARA #403 NO AMENDMENT TO CONTRACT:**

(156) 04/19/2021

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

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

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

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

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

Time is of the essence of this Contract.

**SECTION V**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 04/29/2020

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

Annex A	Invoice
Annex B	Contractor Verification Form



**SIGNATURES TO CONTRACT BETWEEN**

**THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES**

AND

**FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES**

IN WITNESS WHEREOF, the parties have hereunto affixed signatures the day and year first above written.

**CONTRACTOR EXECUTION:**

**DEPARTMENTAL EXECUTION:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date signed by Contractor

\_\_\_\_\_  
**Commissioner or Authorized Designee**

\_\_\_\_\_  
\*Typed name of individual signing Chairman,  
Commission of \_\_\_\_\_ County

\_\_\_\_\_  
**Date signed by the Department**

Date: \_\_\_\_\_

\_\_\_\_\_  
Attestor's Signature

\_\_\_\_\_  
Attestor's typed name

\_\_\_\_\_  
\*\*Title of Attestor

\*Must be Chairman or sole Commissioner

\*\*Must be Clerk of Commission

**INVOICE**

*Please provide written notification of any change in address or contact person to the division or office representative.*

**Electronic Funds Transfer?**      **Yes**      (Must have completed authorization for EFT on file.)      **No**  

**Remit Checks or Remittance Advice to:**

CONTRACTOR:      Fulton County Department of Behavioral Health and Developmental Disabilities

ATTN:      \_\_\_\_\_      CONTRACT NUMBER:      \_\_\_\_\_

ADDRESS:      \_\_\_\_\_

CITY/STATE/ZIP:      \_\_\_\_\_

CONTRACTOR'S ACCOUNT/INVOICE #:      \_\_\_\_\_

MAIL INVOICE TO:

Department of Behavioral Health and Developmental Disabilities  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Attach additional sheets if needed.

<u>Dates of Service</u>	<u>Description of Accomplishments</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
<b>TOTAL</b>		<input type="text"/>

I, the undersigned, certify that the services or products shown above have been provided according to the terms of the contract and that the payment amount claimed accurately reflects the contracted rate:

Approved for Payment:

\_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 DBHDD Program Officer

\_\_\_\_\_  
 Date Submitted to Division

\_\_\_\_\_  
 Date Received by Division

**CONTRACTOR VERIFICATION FORM**

**Verification of Access to the DBHDD Provider Manuals and Policies**

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

**Signature of Provider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**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:** \_\_\_\_\_