

**STATE OF GEORGIA
 DEPARTMENT OF HUMAN SERVICES CONTRACT - AMENDMENT**

This Contract Amendment is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, through its Division of Child Support Services (DCSS) (hereinafter the "Department" or "DHS")

Contractor's Name: DeKalb County (hereinafter the "Contractor")	Contractor's Address: One West Court Square, Suite 450 Decatur GA US 30030-2498
Contractor's FEI #: 58-6000814	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: Public	

Department Administrative Information

DHS Contract #: 42700 – 401 – 0000106560	DHS Financials Vendor ID #: 14590
Requisition #: 108328	PO #: 0000354529 DUNS: K8G5TL8B1CX7
NIGP Code: 96149	CFDA # (s): 93.563
<input checked="" type="checkbox"/> Amendment #: 1	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source
Summary of Contracted Services: The purpose of amendment #1 is to obligate funds to the contract that provides legal services related to the establishment and enforcement of child support orders.	

Expense Revenue No Cost

Total Obligation: \$152,086.00 Federal: \$100,376.76 State: \$51,709.24 Match: \$0.000 Other: \$0.00

Provide *immediate prior* obligation amounts:

Total Obligation: \$1,954,646.00 Federal: \$1,290,066.36 State: \$317,641.72 Match: \$346,937.92 Other: \$0.00

Contract Term:

Current Contract Start Date: 07-01-2022 Current Contract Expiration Date: 06-30-2023 Contract Fiscal Year: FY 2023

The start date of this amendment is 02-10-2023.

The Contract is in effect through the above contract expiration date. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- AMENDMENT.** The parties hereby agree that the contract is amended as of the above amendment start date as follows:

AS READS

PARA #106 CONFIDENTIALITY:

(107) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree 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. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or Subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for the Department 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.

PARA #113 TERMINATION:

(115) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than fortyfive (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- 1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - 2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
 - 3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - 4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - 5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
 - 6) An assignment is made by the Contractor for the benefit of creditors.



- 7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- 8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
- 9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
- 10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301E) 03/10/16

The total approved budget for this Contract is **\$1,954,646.00** and payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:

- A. July 1 through September 30 -- Reimbursement for this period will not exceed **\$488,661.50**. Any excess funds can be used for expenses through the remainder of the contract period.
- B. October 1 through June 30 -- Reimbursement for this period will not exceed **\$1,465,984.50**, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total contract reimbursement for expenses shall not exceed **\$1,954,646.00**.

IS AMENDED TO READ:

PARA #106 CONFIDENTIALITY:

(107B) 08/12/22

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree 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. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or Subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. To the extent that such agreement does not violate the Contractor's obligation to produce records in accordance with all applicable provisions of the Open Records Act (ORA), the Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required and if in lawful accordance with the ORA, may result in termination of the Contract.



PARA #113 TERMINATION:

(115) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
 - (3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.



PARA # 301 DEPARTMENT PAYMENT TO CONTRACTOR:

The total approved budget for this Contract is **\$2,106,732.00**, and payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:

- A. July 1 through September 30 -- Reimbursement for this period will not exceed **\$488,661.50**. Any excess funds can be used for expenses through the remainder of the contract period.
- B. October 1 through June 30 -- Reimbursement for this period will not exceed **\$1,618,070.50**, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated. Total contract reimbursement for expenses shall not exceed **\$1,759,794.08**.
- C. The parties agree and acknowledge that this amendment obligated amount of **\$152,086.00** is a one-time supplement being provided by the Department. This one-time supplement is being added to the appropriated SFY2023 funding of this contract and is only available for the SFY2023 term of this contract.
- D. The Contractor agrees and acknowledges that any funding increases for fiscal years beyond SFY2023 will require the Contractor, in conjunction with the other Judicial Circuits, to actively participate in the budget development process with the Health and Human Services Division of the Georgia Office of Planning and Budget and will require direct advocacy for the need of additional funding with the Georgia General Assembly.

DHS Annex D titled Payment Provisions is deleted and replaced with Annex D titled Payment Provisions.

- 2. **SUCCESSORS AND ASSIGNS.** This amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. **ENTIRE AGREEMENT.** Except as expressly modified by this amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.



SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

DeKalb County

CONTRACTS WITH STATE ENTITIES

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

CONTRACTOR EXECUTION:

DeKalb County
Name of Contractor

Sherry Boston
Sherry Boston (Mar 12, 2023 14:02 EDT)

Signature

Mar 12, 2023
Date signed by Contractor

Sherry Boston
Typed name of Contractor

Attorney General
State of Georgia

DEPARTMENTAL EXECUTION:

Department of Human Services

Deputy Chief of Staff

Mar 20, 2023
Date signed by the Department

Division/Office Director

Assistant Deputy Commissioner, Child Support Services

Mar 13, 2023
Date signed by the Division



PAYMENT PROVISIONS

Budget

Expenditure Report



**FY2023 – District Attorney Stone Mountain Circuit UIFSA Division
Division of Child Support Services
Amendment # 1**

**Georgia Department of Human Services
Division of Child Support Services
Proposed Personal Services**

FY23 July 1, 2022 thru June 30, 2023 (supplement)

Circuit Stone Mountain Judicial
Contract # 42700-401-0000106560

Employee Name	Title	Position #	% of IV-D Time	Base Gross Salary	Proposed Budget Total Annual
Davis, Lakesha	CASE MANAGER	6217	100.00%	\$ 43,000.00	\$ 43,000.00
Taylor Baldwin, Lakesha	CASE MANAGER		100.00%	\$ 42,000.00	\$ 42,000.00
Girard, Nicole	CASE MANAGER		100.00%	\$ 33,560.00	\$ 33,560.00
Abdulshabour, Taruzha	CASE MANAGER	7450-07611	100.00%	\$ 42,000.00	\$ 42,000.00
VACANT - II TEAM LEAD	CASE MANAGER		100.00%	\$ 51,500.00	\$ 51,500.00
Harris, Rosalind M	SUPERVISOR	6440-04332	100.00%	\$ 61,045.00	\$ 61,045.00
Ikpemwaza, Janice L	SUPERVISOR	7580-09423	100.00%	\$ 62,258.95	\$ 62,258.95
Lawson, Veronica D	CASE MANAGER	7450-09420	100.00%	\$ 52,445.95	\$ 52,445.95
VACANT	CASE MANAGER	7450-04976	100.00%	\$ 39,140.00	\$ 39,140.00
Mandari, Charlene M	FINANCIAL ANALYST	6500-06004	100.00%	\$ 32,445.95	\$ 32,445.95
VACANT	ADMIN. SPECIALIST		100.00%	\$ 39,140.00	\$ 39,140.00
Hersh, Winta	CASE MANAGER		100.00%	\$ 40,705.60	\$ 40,705.60
Tarver, Taryn	CASE MANAGER		100.00%	\$ 42,640.00	\$ 42,640.00
Henneyer, Cherie	CASE MANAGER		100.00%	\$ 43,131.92	\$ 43,131.92
Jainer, Chancy	RECEPTIONIST / ADMIN	9421	100.00%	\$ 37,000.00	\$ 37,000.00
Woods, Alysia	FILE CLERK	15804	100.00%	\$ 39,343.20	\$ 39,343.20
Regular Salaries- County Government Employees Only					\$741,369.58
FICA- Employer Contribution					\$53,863.88
Retirement- Employer Contribution					\$136,460.48
Insurance (Health)- Employer Contribution					\$154,632.42
Insurance (Disability)- Employer Contribution					
Insurance (Life)- Employer Contribution					
Insurance (Dental)- Employer Contribution					
Insurance (Worker Comp.)- Employer Contribution					
Total Personal Services					\$1,086,326.36



FY2023 – District Attorney Stone Mountain Circuit UIFSA Division
 Division of Child Support Services
 Amendment # 1

Georgia Department of Human Services
Division of Child Support Services
Items Other Than Personal Services
Proposed Expenditures

FY23 July 1, 2022 thru June 30, 2023 (supplement)

Circuit Stone Mountain Judicial
Contract # 42700-401-0000106560

Budget Category and Description	Total Annual
Travel-IV-D Related <i>Only</i>	
Operating Expenses:	
Supplies	
Postage and Freight	
Repairs and Maintenance	
Telephone	
Utilities	
Office/Storage Space/ Maintenance-in-Lieu of Rent	
Equipment Rental	
Printing	
Insurance(Property and Bonding)	
Contractual Costs with Other Agencies or Individuals	
Filing Fees	
Indirect Cost	
Training	
Membership Dues	
Vehicle Maintenance	
Audits	
Accounting	
Other (Specify)	
Total Operating Expense	\$0.00
Equipment Purchases	
Specify:	
Telecommunications	



FY2023 – District Attorney Stone Mountain Circuit UIFSA Division
 Division of Child Support Services
 Amendment # 1

**Georgia Department of Human Services
 Division of Child Support Services**

Contract Budget Summary

FY23 July 1, 2022 thru June 30, 2023 (supplement)

Circuit Stone Mountain Judic
 Contract # 42700-401-0000106561

Budget Category	Total Annual
Personal Services	1,086,326.36
Travel Expense	0.00
Operating Expense	0.00
Equipment Expense	0.00
Telecommunications	0.00
Total	\$ 1,086,326.36

1. Travel will be reimbursed at _____ per mile
2. Indirect Cost will be reported at a rate of _____% of actual IV-D salaries based on approved cost allocation plan for FY_____.
3. Certification of IV-D time (Annex D) for personal services reimbursement is attached.

Kamilah Eve Miller _____ 404-687-3885
 Person Preparing Form Telephone#

I certify that this is an accurate representation of the anticipated resources and expenditures of the above designated circuit or county for the period indicated. I further certify that state and county matching funds included herein shall be expended in

Kamilah Eve Miller Deputy Chief Assistant District Attorney _____ 8/26/2022
 Signature Title Date

Submit 2 copies to:
 Division of Child Support Services
 Two Peachtree St Suite 20-272
 Atlanta, GA 30303



FY2023 – District Attorney Stone Mountain Circuit UIFSA Division
 Division of Child Support Services
 Amendment # 1

Georgia Department of Human Services
Division of Child Support Services
Items Other Than Personal Services
 Proposed Expenditures – LOCAL MATCH

FY23 July 1, 2022 thru June 30, 2023 (supplement)

Circuit Stone Mountain Judicial
 Contract # 42700-401-0000106560

Budget Category and Description	Total Annual
Travel-IV-D Related Only	
Operating Expenses:	
Supplies	
Postage and Freight	\$10,000.00
Repairs and Maintenance	
Telephone	\$3,000.20
Utilities	
Office/Storage Space/ Maintenance-in-Lieu of Rent	\$285,151.90
Equipment Rental	
Printing	
Insurance(P roperty and Bonding)	
Contractual Costs with Other Agencies or Individuals	
Filing Fees	
Indirect Cost	
Training	
Membership Dues	\$1,000.00
Vehicle Maintenance	
Audits	
Accounting	
Other (Specify) – Janitorial/Cleaning, Pest Control, Misc	
Total Operating Expense	\$299,152.10
Equipment Purchases	
Specify:	
Telecommunications	



Georgia Department of Human Services
 Division of Child Support Services

Proposed Personal Services - LOCAL MATCH

FY23 July 1, 2022 thru June 30, 2023 Circuit Stone Mountain Judicial
 Contract # 42700-401-0000106560

Employee Name	Title	Position #	% of IV-D Time	Base Gross Salary	Proposed Budget Total Annual
VACANT	ADMIN. SPECIALIST		100.00%	\$ 39,140.00	\$ 39,140.00
Hassan, Sarah	ATTORNEY I		100.00%	\$ 120,000.00	\$ 120,000.00
Harris-Mack, Aliste C	ATTORNEY I	04300	100.00%	\$ 120,000.00	\$ 120,000.00
Miller, Kamilah E	SUPERVISING	7603-04300	100.00%	\$ 164,400.08	\$ 164,400.08
Madden, Kessan	CASE MANAGER		100.00%	\$ 53,560.00	\$ 53,560.00
Childs, Alexis	CASE MANAGER	07702	100.00%	\$ 42,000.00	\$ 42,000.00
Banks, Khiana	CASE MANAGER		100.00%	\$ 42,000.00	\$ 42,000.00
Regular Salaries- County Government Employees Only					\$581,100.08
FICA- Employer Contribution					\$ 32,604.54
Retirement- Employer Contribution					\$ 44,498.75
Insurance(Health)- Employer Contribution					\$ 63,050.17
Insurance (Disability)- Employer Contribution					
Insurance (Life)- Employer Contribution					
Insurance (Dental)- Employer Contribution					
Insurance (Worker Comp.)- Employer Contribution					
Total Personal Services					\$721,253.54



FY2023 – District Attorney Stone Mountain Circuit UIFSA Division
 Division of Child Support Services
 Amendment # 1

**Georgia Department of Human Services
 Division of Child Support Services**

Total Contract Budget Summary

FY23 July 1, 2022 thru June 30, 2023 (supplement)

Circuit Stone Mountain Judic
 Contract # 42700-401-0000106560

Budget Category	Total Annual
Expenses Summary Total	1,086,326.36
Local Match Summary Total	1,020,405.64
Total	\$ 2,106,732.00

Kamilah Eve Miller
 Person Preparing Form

404-687-3885
 Telephone#

I certify that this is an accurate representation of the anticipated resources and expenditures of the above designated circuit or county for the period indicated. I further certify that state and county matching funds included herein shall be expended in

Kamilah Eve Miller
 Signature

Deputy Chief Assistant District Attorney
 Title

8/26/2022
 Date

Submit 2 copies to:
 Division of Child Support Services
 Two Peachtree St Suite 20-272
 Atlanta, GA 30303

