

STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENT ADMINISTRATIVE INFORMATION:

REGIONAL CONTRACT # 44100-263-0262019026

Expense: X

Contractor's FEI #: 58-6000814

Contractor's FY End Date: 12/31

Total Obligation: \$ 197,500.00

NPO Status: Non-Profit

Public/Private: Public

Federal: \$ 0.00

State: \$ 197,500.00

NIGP Code: 95262

CFDA #: N/A

SECTION I GENERAL CONTRACT PROVISIONS

SECTION IA

PARA #101 CONTRACT BETWEEN:

(101) 05/02/16

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

DeKalb County Board of Commissioners
1300 Commerce Dr.
Decatur, GA 30030

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) 3/10/94

This contract has an effective beginning date of the July 1, 2018, and shall terminate on the June 30, 2019, unless terminated earlier under other provisions of this contract.

PARA #103 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(103) 3/8/17

A. Mailing Addresses:

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

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

Contract Correspondence:
Office of Procurement and Contracts
Department of Behavioral Health and Developmental Disabilities
Two Peachtree Street, NW 25th Floor
Atlanta GA 30303-3142
Email: dbhddoffice_procurementcontracts@dbhdd.ga.gov

Financial Correspondence: (Financial Statements)
Office of Internal Audit
Attn: Kenneth Ward
Two Peachtree Street, N.W.
Room 24-385
Atlanta, Georgia 30303-3142
Telephone # 404-884-5486
Email: kenneth.ward@dbhdd.ga.gov

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

DeKalb County Board of Commissioners
Attn: Roz Harris
1300 Commerce Dr.
Decatur, GA 30030
Telephone #: 404-687-2407
E-mail: reharris@co.dekalb.ga.us

B. Mailing Address for Contract Payments:

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

DeKalb County Board of Commissioners
Attn: Roz Harris
1300 Commerce Dr.
Decatur, GA 30030

PARA #104 DEFINITIONS:

(104) 3/8/17

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. (The term "Subcontractor" includes, but is not limited to, a Contractor's staff member who is an independent contractor rather than an employee.) 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 should be reviewed to determine whether the Contractor is permitted to subcontract services under this Contract.

"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) 05/02/16

- A. DBHDD sets policies with which community service Providers are required to comply at all times. All DBHDD policies are accessible through the DBHDD PolicyStat website at <https://gadbhdd.policystat.com/>. This website includes a link to the DBHDD PolicyStat Index which will assist Contractor in identifying the applicable policies for Community Providers. Contractor agrees to comply with the DBHDD policies applicable to Contractor, as from time to time amended, whether or not any such policy is specifically referenced in this Contract.
- B. DBHDD also maintains 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 Provider Manuals applicable to Contractor, whether or not a specific Provider Manual requirement is specifically referenced in this Contract. All DBHDD Provider Manuals are accessible through the DBHDD PolicyStat website at <https://gadbhdd.policystat.com/>.
- C. Provider Manuals are applicable depending upon the type of services a Contractor 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 Provider Manuals are the DBHDD Provider Manual for Community Developmental Disabilities Providers (for NOW and COMP waiver services) and, when the Contractor 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 both of these manuals is found in DBHDD Policy Provider Manuals for Community Developmental Disabilities Providers, 02-1201.
- 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) 3/8/17

- A. DBHDD's Office of Provider Network Management approves Contractors to deliver specific services at particular physical addresses and for specified counties of coverage. The only services that may be provided under this Contract are those for which Contractor has received specific approval to deliver from DBHDD's Office of Provider Network Management.
- B. Contractor may request and will be provided with the Provider Approved Locations and Services document from the Office of Provider Network Management 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 Network Management. Services the Contractor is 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) 4/13/99

- 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., 49 U.S.C § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 49 U.S.C. § 1612; 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) 3/8/17

- 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) 4/12/85

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, 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) 05/01/15

- 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 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.

PARA #111 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(108) 04/08/13

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) 3/8/17

- 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) 05/01/15

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) 4/16/18

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 Provider's Medicaid Provider Enrollment Number is terminated.
- D. The Contractor or any subcontractor provides any fraudulent or misleading information to DBHDD, or to agents or contractors of DBHDD who monitor the Contractor's service delivery or who monitor any Individual served by the Contractor (including, but not limited to, support coordination contractors and the support coordinators employed by them, auditors or reviewers employed by DBHDD, ASO employees who conduct inspections or reviews of the Contractor, etc.), or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies; or it is discovered that the Contractor has, during the term of a previous contract with DBHDD or in Contractor's application or bidding materials for this or any previous contract with DBHDD, provided any fraudulent or misleading information to any such person or agency.
- E. The Contractor cannot meet its financial obligations, including but not limited to payroll, staffing, rents, repairs, utilities, insurance, etc.
- F. The Contractor or any subcontractor of Contractor has a sanction, restriction, suspension or revocation of a license, certification, or accreditation required by DBHDD or by the Department of Community Health for providing services under this Contract.
- G. The Contractor fails or is unable to meet and maintain full credentialing status with DBHDD or its designee.
- H. The Contractor fails to comply with DBHDD Policy including, but not limited to, any applicable DBHDD Provider Manual.
- I. The Contractor fails to comply with audit, review, staffing, or accreditation requirements as set forth in DBHDD policies **Noncompliance with Audit Performance, Staffing, and Accreditation Requirements for Community Behavioral Health**

Providers, 01-113 or Accreditation and Standards Quality Review Requirements for Providers of Developmental Disabilities Services, 02-703.

- J. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
- K. An assignment is made by the Contractor for the benefit of creditors.
- L. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- M. DBHDD deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any Individual and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, Individuals, facilities, or services.

PARA #115 COOPERATION IN TRANSITION OF SERVICES:

(111) 3/8/17

- 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 a provider'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, it will follow the requirements contained in DBHDD policy Maintenance of Records for Closed Providers, 04-117.

PARA #116 FORCE MAJEURE:

(112) 05/01/15

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the services to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, DBHDD will be entitled to an equitable adjustment to the fees and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict DBHDD from taking any measures DBHDD may in its discretion deem necessary to ensure the health and safety of the Individuals served by the Contractor; and such measures may include, but are not limited to, the transition or re-assignment of any or all of those Individuals to other Contractors.

PARA #117 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:

(154) 05/02/16

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

PARA #118 ACCESS TO RECORDS AND INVESTIGATION:

(113) 3/8/17

- A. State and Federal government agencies, including but not limited to DBHDD or 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, and any other records of the Contractor and its subcontractors in electronic or other form, as well as full and complete access to employees and subcontractors (and employees of subcontractors) of Contractor outside the presence of other persons, for the purpose of conducting reviews, audits, investigations, or examinations of Contractor's delivery of services, or any other conduct of Contractor affecting the Individuals served, under this Contract. 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 Provider's premises), any records in electronic or other form required to be maintained in accordance with this Contract and any subcontracts, the HIPAA Business Associate Agreement if applicable, standards, or rules and regulations of DBHDD or pursuant to State laws and regulations.
- C. The Contractor agrees that DBHDD or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of the Contractor or subcontractor. The Contractor agrees to cooperate fully in such investigations by providing DBHDD full access to its records and the records of subcontractors,

and to allow its employees to be interviewed by DBHDD investigators, outside the presence of other persons, during such investigations.

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

PARA #119 MAINTENANCE OF INDIVIDUAL RECORDS:

(209) 05/02/16

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

PARA# 120 CONTACT INFORMATION WITH LOCAL SHERIFF AND LAW ENFORCEMENT:

(117) 05/02/16

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

PARA #121 COORDINATION OF CARE:

(118) 05/01/15

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

PARA #122 COLLECTION OF AUDIT EXCEPTIONS:

(118) 3/8/17

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

PARA #123 SUBCONTRACTS:

(115B) 3/8/17

- A. Except as specifically permitted by DBHDD Policy or in Annex A to this Contract, Contractor may not subcontract the services covered under this Contract.
- B. In the event subcontracting is permitted, Contractor agrees to provide DBHDD a list of all subcontractors. The list shall include, at a minimum, the following information for each subcontractor: the disability or behavioral health group or groups served; the services provided; and the expected annual cost of services. The list will be submitted to DBHDD at the time this Contract is signed. The Contractor further agrees to provide an updated list of subcontractors to DBHDD at the end of each quarter or upon implementation of any changes to subcontract arrangements (including, but not limited to, Contractor's entering into any new subcontract, or the termination or expiration of any subcontract).

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

PARA #124 PUBLICITY:

(116) 3/8/17

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

PARA #125 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(124) 05/02/14

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, art work, and reports shall be submitted to the Department on disk or electronically.

PARA #126 CONSULTANT/STUDY CONTRACT:

(118) 3/8/17

- 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)
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #127 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(119) 05/01/15

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

PARA #128 DRUG-FREE WORKPLACE:

(120) 05/01/15

- A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - 2. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1. The Contractor has made false certification hereinabove; or
 - 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #129 TOBACCO AND SMOKE FREE ENVIRONMENT:

(126) 3/8/17

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

PARA #130 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

(136C) 05/11/04

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 #131 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR PERSONNEL:

(153) 05/01/15

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

PARA #132 AIDS POLICY:

(123) 3/8/17

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

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

(139) 3/4/03

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

PARA #134 CONTRACTOR ACCREDITATION REQUIREMENTS:

(119) 05/02/16

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 necessary to provide services prior to and during the performance of this contract. Contractor agrees that if it loses or fails to obtain any required accreditation or standards compliance that this contract may be terminated immediately in whole or in part.

PARA #135 QUALITY IMPROVEMENT PROGRAM, PROGRAMMATIC DATA, AND REVIEWS:

(204) 5/01/15

- A. The Contractor agrees to follow the provisions of DBHDD's Quality Management Plans and Quality Improvement and Risk Management standards found in the applicable Provider Manual(s) and Policies. The Contractor agrees to keep on file to be reviewed upon audit or upon the request of DBHDD, the current Quality Improvement (QI) Program Plan and QI policy of the Contractor and other supporting documentation as necessary. Such program must address methods to conduct and incorporate the results of assessment of quality of services delivered, outcome-based evaluation, and satisfaction with services by the individuals served.
- B. The Contractor agrees to participate in DBHDD's quality and performance management programs and processes which may be modified during the course of the Contract period. Participation includes, but is not limited to, providing all key performance and outcome indicators of service quality and contract compliance and other required programmatic data reports within required timeframes and deadlines and facilitating DBHDD access to individuals served, program staff, treatment records, and incident/injury data.
- C. The Contractor agrees to participate in all mandatory Contractor meetings, training and technical assistance events as specified by DBHDD. This may involve training or technical assistance provided to all Contractors, to Contractors of certain services, or to an individual Contractor. This training and technical assistance is not limited to instances in which a deficiency has been identified.

PARA #136 NOTICE OF LEGAL ACTION:

(152) 05/02/16

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

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

PARA #137 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:

(403) 05/02/16

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

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

PARA #138 INSURANCE:

(125) 05/01/15

The following requirements shall be adhered to by Providers throughout the duration of the Contract, and as may otherwise be specified herein. Provider shall procure and maintain insurance that shall protect the Provider and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Provider 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. Provider 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 O.C.G.A. Section 33-9-40.1 (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Provider qualifies to pay its own workers compensation claims). In addition, Provider 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 insure 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 Provider or Provider's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00.
- E. If Provider is a natural person (i.e. not a corporation or other entity), Provider must maintain Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage which must provide liability limits of \$1 000 000.00 per occurrence.

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

PARA #139 NO AMENDMENT TO CONTRACT:

(156) 3/8/17

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 Contractor further agrees that it has read the DBHDD Provider Manual at <http://dbhdd.georgia.gov/community-provider-manuals/>. The signature of this Contract by DBHDD 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 #140 SEVERANCE PACKAGES AND HIRING INCENTIVES:

(208) 6/2/05

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

PARA #141 OWNERSHIP OF DOCUMENTS AND ELECTRONIC DATA:

(117B) 6/2/05

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

PARA #142 MISCELLANEOUS PROVISIONS:

(404) 05/01/15

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 II SPECIAL TERMS AND CONDITIONS

SECTION IIA

PARA #201 LEGAL EMPOWERMENT TO CONTRACT:

(201) 7/30/15

The Department, legally empowered to contract as identified in Section I of this contract, is an agency of the State of Georgia which is further empowered to contract pursuant to the Official Code of Georgia Annotated 37-2-5 2(5).

PARA #202 CONTRACTOR AGREEMENTS:

(202A) 3/8/17

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

AND

WHEREAS, the Contractor has represented to the Department its willingness and ability to provide such services for these individuals.

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

The Contractor agrees:

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

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 PAYMENT METHODOLOGY

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

PARA #302 PAYMENT TO CONTRACTOR:

(301) 5/22/02

- A. Upon approval by the Department, the DBHDD Office of Financial Operations will process expenditure reports and invoices and issue payments to the Contractor.
- B. The total funding approved for this contract is \$197,500.00 and payments will be made in accordance with the categories detailed in Annex D, Funding Specifications, of this contract.

PARA #303 PAYMENT STIPULATIONS:

(302) 6/8/17

The Contractor agrees to operate within a Department approved budget. The Contractor agrees to abide by all budget, expense, purchasing, fund advance and reporting specifications contained in the Provider Manual.

PARA #304 USE OF REVENUE:

(303) 6/8/06

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

PARA #305 LOCAL CONTRIBUTION:

(304) 6/8/06

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

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

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

(401A) 05/01/15

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 74; as used in this Contract the word Contractor is synonymous with the word Sub-recipient as used in this 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 January 10, 2011 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of lobbyist employed or retained by vendors to State agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

F. Compliance with Federal and State Immigration Laws:

1. The Contractor agrees that throughout the performance of all applicable work in this Contract it will remain in full compliance with all Federal and State immigration laws, including but not limited to provisions 8 USC § 1324a and O.C.G.A. § 13-10-90 et.seq, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under Federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract (if sub-subcontracting is permitted) hereunder.

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

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

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

G. The Federal cost principles for determining allowable costs for this Contract are OMB Circular A-87 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 OMB Circular A-87 for contracts with state and local governments.

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

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 06/13/2016

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

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

One (1) electronic copy to:
Report.now@dbhdd.ga.gov
DBHDD Office of Internal Audit
Room #24.385
Two Peachtree Street, N.W.
Atlanta, Georgia 30303-3142

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

Additional Financial Reporting Requirements

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

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

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

PARA #403 ENTIRE UNDERSTANDING:

(404) 03/5/08

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.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 3/17/03

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

Annex A	Services, Expectations, Outcomes
Annex B	Provider Manual Receipt Verification
Annex C	Payment Methodology
Annex D	Funding Specifications Annex
Annex E	Georgia Security and Immigration Compliance Act Affidavit

SIGNATURES TO CONTRACT BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND
DEKALB COUNTY BOARD OF COMMISSIONERS

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

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

CONTRACTOR EXECUTION:

DEPARTMENTAL EXECUTION:

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

by Dir. (SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Date

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:


Department Director


Sr. Asst County Attorney Signature

Aaron J Ross
Sr. Asst County Attorney Name (Typed or Printed)

**SERVICES, EXPECTATIONS, AND OUTCOMES
MENTAL HEALTH AND ADDICTIVE DISEASE
TREATMENT COURT SERVICE PROVIDERS**

A. Population of Focus:

Adults with Serious Mental Illness and/or Addictive Diseases who have committed an offense and are willing to consent to treatment instead of serving time in jail.

B. Contractor Expectations:

1. Render this service in accordance with all applicable standards established by the Department as defined in the DBHDD Provider Manual for Community Behavioral Health Providers.
2. Report and participate in all activities associated with the Department's Administrative Services Organization (The Georgia Collaborative ASO). This includes cooperating in all audits, responding with corrective action plans, implementing corrective action plans, participation in training and meetings and responding to care managers' requests. All applicable Medicaid and ASO reporting requirements must be followed.
3. When enrolling an individual in Treatment & Support Services, obtain an authorization from the Administrative Services Organization's (ASO) ProviderConnect system. Upon service delivery, submit service claims/encounters to the ASO within 90 days of the date of service.
4. Work collaboratively with assigned court to implement the evidence-based models outlined in the most current versions of *Improving Responses of People with Mental Illnesses: Essential Elements of a Mental Health Court or Defining Drug Courts: The Key Components*, published by the Bureau of Justice Assistance and available at <https://www.bja.gov/Publications.aspx>.
5. Provide comprehensive individual recovery plans (IRP) for each enrollee including utilizing applicable adult Core and specialty services, residential supports and housing, employment supports, trauma informed mental health and substance abuse treatment, whole health planning and implementation, peer support services, and linkage to other related services required to assist individuals in maintaining the behavioral health recovery and avoiding additional criminal justice involvement. Evidence based practices will guide the service plan and treatment process.
6. Choose and implement evidence based treatment model(s) shown to be effective in working with target population.
 - a. Seeking Safety <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=376>
 - b. Trauma Affect Regulation: Guide for Education and Therapy (TARGET) <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=258>
 - c. Trauma Recovery and Empowerment Model (TREM) <http://nrepp.samhsa.gov/ProgramProfile.aspx?id=90>
 - d. Moral Reconciliation Therapy <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=34>
 - e. Cognitive Behavioral Therapy
 - f. Motivational Interviewing <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=346>
 - g. Assertive Community Treatment / Community Support Team (ACT/CST)
 - h. Supported Employment
 - i. Psychopharmacology
 - j. Supportive Housing
7. Provider will develop written agreements, partnerships, and memoranda of understanding (MOU) with key justice, mental health, consumer groups, and support partners on an ongoing basis for the purpose of cooperative wrap around services and for developing sustainable activities.

C. Program Requirements:

1. Basic Eligibility Criteria
 - a. The individual must be 18 years of age or older. (Persons who are emancipated minors under Georgia Law may be considered adults for the purpose of this definition as long as they are to receive adult services rather than children's services.)

- b. The diagnostic evaluation must yield information that supports a psychiatric disorder and/or substance related disorder primary diagnosis (or diagnostic impression) on Axis I in accordance with the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). The diagnostic evaluation must be documented adequately to support the diagnostic impression/diagnosis. The state DBHDD system utilizes the DSM classification system to identify, evaluate and classify an individual's type, severity, frequency, duration and recurrence of symptoms.
 - c. The individual's level of functioning must be significantly affected by the psychiatric disorder and/or substance related disorder.
 - d. If the individual does not have Medicaid or if a service is needed that is not reimbursable through the Medicaid Rehabilitation Option, the individual must meet the DBHDD state funded services financial eligibility criteria found in Payment by Individuals for Community Behavioral Health Services, 01-107(<https://qadbhdd.policystat.com/policy/289002/latest/>)
2. Diagnostic Categories Approved for State Funded Services
- a. Adult Mental Health:
 - i. Schizophrenia and Other Psychotic Disorders
 - ii. Mood Disorders
 - iii. Anxiety Disorders
 - iv. Adjustment Disorders (By definition, an Adjustment Disorder must resolve within 6 months of the termination of the stressor or its consequences)
 - v. Mental Disorders Due to a General Medical Condition Not Elsewhere Classified
 - vi. Exclusions: The following disorders are excluded unless co-occurring with a qualifying primary Axis I mental or substance related disorder that is the focus of treatment:
 - a. Tic disorders
 - b. Mental Retardation
 - c. Learning Disorders
 - d. Motor Skills Disorders
 - e. Communication Disorders
 - f. Organic Mental Disorders
 - g. Pervasive Developmental Disorders
 - h. Personality Change Due to a General Medical Condition
 - i. Mental Disorder NOS Due to a General Medical Condition
 - j. V Codes
 - b. Adult Addictive Diseases
 - i. Substance-Related Disorders including but not limited to substance abuse, substance dependence, and substance withdrawal. Note that severity and duration of substance related disorders are not considered in regard to the Core Customer criteria (except as they may be inherent to the definition of a disorder).
 - ii. Exclusions:
 - a. Caffeine-Induced Disorders
 - b. Nicotine-Related Disorders
 - c. Substance Intoxication- only excluded for Ongoing Services.

D. Deliverables:

The Contractor will provide the following services in accordance with this contract. All services will be provided to individuals who meet the Department's eligibility criteria, according to the individual's needs.

- 1. **Screening and Referral:** The Treatment Court Services Coordinator is directly responsible to the Presiding Judge, and is employed by the Contractor, to provide appropriate referral for services. Screening may be conducted by the Court Coordinator who will work with appropriate court and Contractor staff to refer consumers to needed services, coordinate the delivery of services, and follow-up and monitor progress in treatment.
- 2. **Treatment & Support Services:** The following services shall be delivered to court ordered individuals in accordance with service guidelines and utilization criteria. Contractors will consult the utilization criteria found in Part 1, Eligibility, Services Definitions and Requirements, of the DBHDD Provider Manual for utilization limits and reporting requirements.

- a. Core Services
- b. Case Management/Intensive Case Management
- c. Assertive Community Treatment/ Community Support Team (ACT/CST)
- d. Medication Management
- e. Psychosocial Rehab
- f. Supported Employment
- g. Housing Supports/Residential Services
- h. Peer Services

E. Reporting:

1. Contractor shall submit to DBHDD, by the 10th working day of the month, a monthly Treatment Court Report detailing the number of consumers screened for services, number of consumers processed through Treatment Court, number of consumers enrolled in services by:
 - a. Service type;
 - b. Felony offense;
 - c. Diagnosis;
 - d. Age;
 - e. Gender;
 - f. County of residence; and
 - g. Case disposition or change in status relative to:
 - i. Re-offense/legal involvement
 - ii. Crisis Stabilization or State Hospital Admission
 - iii. Change to higher or lower level of care
 - iv. Discharge
 - v. Graduation.
2. Contractor shall submit a Treatment Quarterly Report to DBHDD by the last day of the month following the end of the quarter. The report will describe the Contractor's description of general activities of the Treatment Court and any significant issues relative to:
 - a. Successes
 - b. Challenges
 - c. Opportunities for Improvement
 - d. Collaborative Partnerships

F. Geographic Areas:

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

G. Payment:

See Annex C- Payment Methodology for payment information.

PROVIDER MANUAL RECEIPT VERIFICATION

Verification of Access to the DBHDD Provider Manuals and Policies

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

Signature of Provider: _____ Date: _____

Contract Alterations

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

Signature of Provider: _____ Date: _____

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

Title: _____

PAYMENT METHODOLOGY

Tier 3 Providers

Fee-For-Service (FFS) Reimbursement:

- The State-Funded services specified below shall be paid according to the Fee-For-Service payment methodology.

Exhibit A	Mental Health Adult	Addictive Disease Adult
Services		
Psychosocial Rehabilitation – Individual and Group	X	
Peer Support Individual and Group	X	X
Peer Support Whole Health & Wellness	X	
Substance Abuse Intensive Outpatient		X

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

- Non FFS Adult Mental Health and Adult Addictive Diseases State-Funded Specialty services will continue reimbursement based on current reimbursement terms. Contractor must submit encounters for these services to the ASO as directed by DBHDD.
- Services not moving to FFS will continue reimbursement based on current reimbursement terms. Contractor must submit encounters for applicable services to the ASO.
- Contractor is expected to deliver State-Funded Child and Adolescent (C&A) Services, in accordance with Policies; Requirements to Access DBHDD Funds for Child & Adolescent Behavioral Health Services, 01-106 and Payment by Individuals for Community Behavioral Health Services, 01-107. Claims shall be submitted to the ASO for payment following established procedures within ninety (90) days from date of service delivery, or through the approved exception reporting process. Contracted C&A services are:
 - Child and Adolescent Intensive Family Intervention (IFI) Services
- The following services which contain some of the services named in Exhibit A above will continue reimbursement based on current reimbursement terms:
 - Women's Treatment and Recovery Support (formerly Ready for Work / TANF Services)
 - Outpatient
 - Residential
 - Treatment Court Services
 - HIV Early Intervention Services
 - PATH

Non FFS Payment Methodology:

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

- Treatment Court Services:** Contractor shall be paid according to the table below:

Service Description	UAS Budget Code	Payment Not to Exceed per Month	Payment Not to Exceed Annually
Addictive Diseases Treatment Court Services	611	\$16,458.00	\$197,500.00

FUNDING SPECIFICATIONS

I. In consideration of the performance by the Contractor of services detailed in the contract, the Department agrees to provide State and/or Federal funds in the appropriated budget categories as specified below. The total funding approved for this contract is **\$197,500.00** and total payments shall not exceed this amount.

II. **PERFORMANCE CONTRACT:**

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

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

The Department will authorize performance payments to the Contractor on a monthly basis in accordance with the payment methodologies and amounts listed in **Annex C**, based on submission of required forms and documentation to include all monthly reports required. Payment requests with documentation must be sent by the Contractor to the Department. The total amount to be paid by the performance payment method for this contract shall not exceed **\$197,500.00**.

Prog Budget #	Program Description	Type	Continuation Budget Funding	Adjustment	Total
715	Treatment court/AD	State	\$197,500.00	\$0.00	\$197,500.00
		Fed	\$0.00	\$0.00	\$0.00
		Total	\$197,500.00	\$0.00	\$197,500.00
Totals		State	\$197,500.00	\$0.00	\$197,500.00
		Fed	\$0.00	\$0.00	\$0.00
		Total	\$197,500.00	\$0.00	\$197,500.00

Provider Approved Locations and Services

As of 6/14/2018

DeKalb County Board of Commissioners

Site Location: DeKalb County Board of
Commissioners

556 N McDounough St 4th Floor, Decatur, GA, 30030

Fund Source: * Regional Contract

Provider ID: N/A

Service:

Adult Treatment Court Services - AD

County:

DeKalb

* (CBHRS) Community Behavioral Health Rehabilitation Service [Medicaid]

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

Division 030 Behavioral Health & Developmental Disabilities **FISCAL CCYY:** 2019
Local Agency: 676 DeKalb County Board of Commissioners **Budget Approval Code:** 0
Budget Program: 611 Treatment Court Services **Budget Revision:** _____

PROPOSED EXPENSES

<u>SCOA</u>	<u>Description</u>	<u>CURRENT BUDGET</u>	<u>+</u>	<u>ADJUSTMENT +/-</u>	<u>=</u>	<u>REVISED BUDGET</u>
<u>622.003</u>	<u>Payment for Services or Fixed Rate Contract</u>	<u>\$ 197,500.00</u>				<u>\$ 197,500.00</u>

PROPOSED RESOURCES

<u>Fund Source</u>	<u>Description</u>	<u>CURRENT BUDGET</u>	<u>+</u>	<u>ADJUSTMENT +/-</u>	<u>=</u>	<u>REVISED BUDGET</u>
<u>8001</u>	<u>Payment for Services or Fixed Rate Contract</u>	<u>\$ 197,500.00</u>		<u>\$ -</u>		<u>\$ 197,500.00</u>

AGENCY SIGNATURE

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

 Authorized Agency Signature

 Date

 Title

DBHDD SIGNATURE

Reviewed By:

 Authorized DBHDD Signature

 Date

