



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

This Contract 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 Family and Children Services (DFCS) hereinafter the "Department" or "DHS")

Contractor's Name: Hall County Georgia (hereinafter the "Contractor")	Contractor's Address: 2318 Browns Bridge Road Gainesville, GA US 30504
Contractor's FEI #: 58-6000836	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: Public	

Department Administrative Information

DHS Contract #: 42700 – 040C – DS23 – 00966	Contractor
DHS (State) Financials Vendor ID #: 14610	CDFA # 93.276
NIGP Code(s): 95207 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source
Equip. Inv. Locator #: N/A	Total Options to Renew:
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: The purpose of this contract is to provide drug screen services.	

Expense Revenue

Total Obligation: \$0.00 Federal: \$0.00 State: \$0.00 Match: \$0.00 Other: \$0.00

Contract Term:

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

Authorized Person(s) to Receive Contract Notices for DHS

Department of Human Services
Division of Family and Children Services
Attn: LaWanda Wills
2 Peachtree Street NW
Atlanta, GA 30303
470-230-7514
LaWanda.Wills1@dhs.ga.gov

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Hall County Georgia
Attn: Jessi Emmett
2318 Browns Bridge Road
Gainesville, GA 30504
770-536-3837
jemmett@hallcounty.org

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Hall County Georgia
Attn: Jessi Emmett
P.O. Box 1435
Gainesville, GA 30501





SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

“Administrative Addendum” means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

“Contract” means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

“Contractor” means the provider(s) of the Services under the Contract.

“Department” or “DHS” means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

“Services” means the services and deliverables as provided in the Contract and described in the Scope of Services.

“State” means the State of Georgia, the Department, and its Divisions/Offices and any other authorized State entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

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 the Superior Court of Fulton County, State of Georgia.

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.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(104) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(105B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor’s address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.





- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(106A) 03/07/18

- 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 on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, 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 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 on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, 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) 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. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** 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 #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 #107 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #108 USE OF STATE VEHICLES:

(110A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP:

(111) 01/06/16

In its relationship with the Department and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and





regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

PARA #110 CONFLICT OF INTEREST:

(112A) 03/07/18

The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 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 #111 CONTRACT MODIFICATION/ALTERATION:

(113A) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, 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 DHS contract 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) are reduced during the term of this Contract, the Department 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 including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(114) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

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. **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 #114 COOPERATION IN TRANSITION OF SERVICES:

(116) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #115 FORCE MAJEURE:

(117) 01/06/16

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, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #116 ACCESS TO RECORDS AND INVESTIGATION:

(118) 04/01/13

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.





- C. The Department 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. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #117 COLLECTION OF AUDIT EXCEPTIONS:

(119A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount 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 repay the Department for the total exception by certified funds.

PARA #118 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(120A) 03/10/22

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement.

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(121) 03/07/18

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that Subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #120 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18

- 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 after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.





- 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 #121 INDEMNIFICATION:

(123) 03/10/22

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "Indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury (including but not limited to death, personal injury, property, damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of the Contractor, its agents, employees, Subcontractors, or others working at the direction of the Contractor or on the Contractor's behalf; or due to any breach of this contract by Contractor (collectively, the "Indemnity Claims") regardless of whether the Contractor, its agents, employees, subcontractors, or others working at the direction of the Contractor or on the Contractor's behalf are deemed state officers or employees under the Georgia Tort Claims Act or otherwise, Contractor agrees to indemnify the Department for the acts or omissions of those employees or agents, even if such indemnity is considered to have resulted from the fault or negligence of the Indemnitees.

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as coverage by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out of the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and Insurers participating thereunder, to the full extent of this indemnification.

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

PARA #122 PUBLICITY:

(125) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department 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 written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department'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 of the Department.

PARA #123 INSURANCE:

(126B) 03/07/18

- A. Contractor shall, at its sole cost and expense, obtain, and during the entire term of this Contract, maintain, in full force and effect, the insurance coverage described in this Paragraph, protecting the Contractor and the Department, to the fullest extent allowed by law and up to the required limits, against any claims for damages, including but not limited to, bodily injury, damage to or destruction of property, or personal injury, arising out of the operations under the Contract.
- B. Contractor shall secure such insurance coverage either: (a) from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by the Department; (b) through a self-funded Risk Management Plan pursuant to O.C.G.A. § 45-9-21, *et seq.*; or (c) any combination thereof. Specifically, Contractor shall provide the minimum acceptable limits of liability as follows:
 - (1) Workers Compensation and Employer's Liability (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer shall submit to the Department a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
 - (2) Commercial General Liability (Occurrence) to include contractual liability. Contractor shall self-fund all general liability losses up to \$2,000,000. Any losses which exceed the self-funded amount will be covered by Excess liability coverage.





- (3) Business Automobile Liability, in accordance with O.C.G.A. § 33-24-51 and in the amounts of the statutory limits established under O.C.G.A. § 36-92-2, to include, but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's subcontractors, agents or representatives in the performance of this Contract.
 - (4) Excess Liability (Commercial Umbrella Insurance) (Occurrence). Contractor shall self-fund the \$2,000,000 self-insured retention (SIR) amount. Beyond the \$2,000,000 SIR, the Contractor shall provide \$20,000,000 in excess liability coverage.
- C. Contractor shall, within thirty (30) calendar days of the Effective Date, furnish the Department with any and all applicable insurance certificates evidencing proof of such coverage and providing the name and address of the insured; name, address, telephone number and signature of the authorized agent; the name of the insurance company; the limits of liability, the policy number and policy period). Copies of any renewal certificates shall be delivered to the Department within thirty (30) calendar days after the renewal date. The Department may, at its sole option, accept Contractor's written certification showing any self-funded Risk Management Plan has been authorized by and is in compliance with applicable law. All insurance certificates (or their legally equivalent) shall be received and approved by the Department prior to commencement of any work under this Contract. Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by the Department.
- D. Contractor shall not cancel, not renew, or reduce the scope of coverage without provision for equivalent substitute insurance. Furthermore, such cancellation, non-renewal or reduction in scope of coverage shall not take place until thirty (30) calendar days' written notice has been given to the Department, and Contractor has replacement insurance policy(ies) that satisfy the requirements set forth in this Paragraph. If Contractor fails to maintain insurance coverage described in this Paragraph, the Department may terminate this Contract for material breach.

PARA #124 DRUG-FREE WORKPLACE:

(127) 03/07/18

- A. If Contractor is an individual, 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 an individual, it 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 the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 PARTIES BOUND:

(128) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #126 COOPERATION WITH OTHER CONTRACTORS:

(129) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.





PARA #127 CONTRACTOR ACCOUNTING REQUIREMENTS:

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #128 TIME OF THE ESSENCE:

(131) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Annex attached and titled Scope of Services attached hereto and incorporated herein.

PARA #129 SEVERABILITY:

(133) 03/07/18

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 #130 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (134B) 03/07/08

A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:

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

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

- (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet,





booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

- (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Contractor further agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.
- D. Penalties:
 - (1) Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
 - (2) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
 - (3) The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

PARA #131 CRIMINAL HISTORY INVESTIGATIONS:

(135C) 03/10/22

- A. The Contractor agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of § 49-2-14 of the Official Code of Georgia, Annotated (O.C.G.A.). New staff/sub-contractors must have a successful criminal history fingerprint background check prior to service provision. Existing staff must have a successful criminal history fingerprint background check every five (5) years from the initial criminal background check. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Contractor must register with the Georgia Applicant Processing Services (GAPS) at www.aps.gemalto.com/ga/index.htm and follow the instructions provided at that website.
- B. Pursuant to O.C.G.A § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. The Contractor further agrees to complete a criminal history report including fingerprint record checks of all Foster Parents, residential and group home staff from the National Crime Information Center (NCIC) and the Georgia Crime Information Center (GCIC). The Contractor must obtain satisfactory results of criminal history report before the placement of a child. If the Contractor's Foster Parent fails to successfully pass the criminal history check, such individual will not be qualified to perform any services under this contract. Further, Contractor agrees that if a child is placed in a foster home with Foster Parents for whom the Contractor has not received a satisfactory criminal history report, the Contractor will repay all amounts paid to the Contractor for the Room, Board and Watchful Oversight of the child during any such period when the Contractor had not received a satisfactory criminal history report for the foster parents and the Department may, in its discretion, withhold payments owed to the Contractor under this or any other Contract to recoup the amount paid to the Contractor during such period.
- D. Any adult (age 18 and over) residing permanently or temporarily in the home and having access to children must inform the approving agency of any criminal indictments or convictions. A criminal history check including GCIC and NCIC finger printing must be performed and the outcomes documented. Repeat criminal history check, including fingerprinting, is required at least every (5) years at the time of the Annual Re-evaluation for all current foster parents and adults (age 18 and over) residing in the home.





- E. Provisions of this paragraph of the Contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #132 AIDS POLICY:

(136) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, 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. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. 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.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. 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 DEBARMENT:

(137) 03/07/18

In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #134 NON-SMOKING POLICY FOR CHILDREN'S SERVICES:

(138) 03/07/18

The Contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-227 (codified at 20 U.S.C. §§ 6081-6084), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the Contractor.

PARA #135 ASSIGNMENT AND MERGER:

(139) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

PARA #136 FUNDING:

(140) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

SECTION II TERMS AND CONDITIONS

SECTION II





PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS: (201A) 03/07/18

The Department has a need for and desires the services/deliverables described in the Annex titled Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

SECTION III CONTRACT PAYMENT PROVISIONS SECTION III

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301B) 03/10/16

The Department will pay the Contractor according to the Rate Schedule attached Annex titled Payment Provisions after receipt of specified documentation and approval by the Department.

PARA #302 INVOICE SUBMISSION: (305F) 03/07/18

The Contractor agrees to submit an invoice monthly no later than the 10th calendar day following the end of each month in accordance with the Fixed Rate Schedule and monthly invoice packet as detailed in the Scope of Service. Each regional accounting office has up to 30 days to administer payment. Contractor has five (5) business days to correct invoices from date of notification of error. Any invoice submitted more than 10 days following the contract termination date will not be paid by the Department. The invoice form to be used is attached to this Contract in the Annex entitled Payment Provisions.

PARA #303 PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS: (309C) 04/01/13

The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex entitled Reporting Requirements:

The Contractor agrees to submit a monthly Organizational chart and any other applicable documents as it pertains to agency/staff/subcontractor as outlined in the Scope of Services not later than the 15th calendar day after the end of each month. The report forms to be used are attached to this Contract in the Annex entitled Reporting Requirements.

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

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS: (401) 03/10/22

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 the Department 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 regardless of whether such Contractor, staff, agents, or subcontractors are deemed state officers or employees under the Georgia Tort Claims Act or otherwise. Contractor understands that the following items specifically apply in this contract but do not exclude any other applicable federal or State laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a





request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS’s electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a 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 Lobbyists 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.
- E. Fair Labor Standards Act of 1938, as amended.
- F. When Federal funds are included in the Contract, Contractor/Subrecipient shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331
- G. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.* and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- H. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:** (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- I. **CFDA AUTHORIZATION AND NUMBER:** Drug-Free Communities Act of 1997, Public Law 105-20. Reauthorized by Public Law 107-82 (CFDA # 93.276).
- J. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions,





see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all Subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or Subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 SECTION TITLES NOT CONTROLLING:

(404) 03/07/18

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

PARA #405 ENTIRE UNDERSTANDING:

(405) 03/07/18





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:

(501A) 03/07/18

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

- Annex A Scope of Services
- Annex B Certification Regarding Lobbying
- Annex C Debarment Certification
- Annex D Payment Provisions
- Annex E Reporting Requirements
- Annex F Business Associate Agreement
- Annex G Notice Concerning Critical Incident Reporting
- Annex H Security and Immigration Compliance Affidavit





SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Hall County Georgia

CONTRACTS WITH COUNTIES

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

I, the undersigned Commissioner of _____ County, certify that this Contract is entered in Book No. _____, Page No. _____, of the official minutes of the Commission of _____ County.

CONTRACTOR EXECUTION:

Hall County Georgia
Name of Contractor

Signature

May 26, 2022

*Date signed by Contractor

Richard Higgins

*Typed name of individual signing
Chairman, Commission of Hall County Georgia

DEPARTMENTAL EXECUTION:

Department of Human Services

Deputy Chief of Staff

Date signed by the Department

Attestor's signature

Attestor's typed name

**Title of Attestor

*Must be Chairman or sole Commissioner

**Must be Clerk of Commission





SCOPE OF SERVICES

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
1. Provider will ensure and verify all para-professional and/or professional full/part time staff or sub-contractors have the required experience, education, credentials and/or training certification and be pre-approved by the State Office Contract Administrator prior to providing services under this contract, in accordance with the contract deliverables, programmatic requirements, polices, procedures and the CoStar Fiscal Manual set forth by DHS/DFCS.
 2. Providers will ensure all full/part time para-professional and/or professional staff and sub-contracted providers have been approved by DHS/DFCS prior to any service provision by submitting an agency organizational chart by the 15th of every month with all required documents to their assigned State Office Contract Administrator.
 3. Provider will ensure and verify all para-professional and/or professional full/ part time staff have the required education and credentials to perform services:
 - a. Criminal Background check/DHS Clearance letter
 - b. Valid State approved picture ID
 - c. Proof of training certificate
 - d. Resume
 - e. GED/High School Diploma or higher
 - f. Drug Screening Collection Training Certificate
 4. Provider will ensure that staff and/or sub-contractor is available for Court Appearance and/or Testimony.
 5. Provider will ensure they have a service authorization/referral form from DHS/DFCS, prior to providing any service.
 6. Provider will ensure that all services are delivered consistent with the frequency outlined in the referral/service authorization and performed by a qualified staff as outlined in the CoStar Manual.
 7. Provider will seek clarification from the case manager if clarity is needed and obtain a revised service authorization that clearly states the needs of the case manager and the services the provider should be providing.
 8. Provider will adhere to all policies, protocols, processes as defined by DHS/DFCS State Office and the Co-Star Fiscal Manual.
 9. Provider will submit a monthly invoice packet(s) by the 10th of each month to the assigned Regional/County Liaison. The packet will consist of the following:
 - Provider Invoice Batch Sheet
 - Drug Screen Invoice (one invoice/per case/per month & dates of service must match the service authorizations)
 - Service Authorizations
 - Drug Screen Results
 10. Provider will ensure invoices sent back for correction are resubmitted to the regional/county contract liaison within five (5) business days of receipt of Invoice Error Checklist/Letter outlining invoice errors.
 11. Provider will attend and participate in all mandatory meetings required by DHS/DFCS.
 12. Provider will follow up with the referring County Department, within 12 hours of receiving a referral to confirm receipt and communicate if Provider has accepted referral or rejected the referral and provide the reason for rejection.
 13. Provider will notify DHS/DFCS in writing, within 24 hours if client is non-compliant with appointment or refuses to complete any drug screen test collections.





14. Provider will report any unsafe conditions to County Department within 12 hours of observation. Written communication must follow initial notification within 24 hours of observation. Provider should follow mandated reporter procedures for any signs of immediate danger to a child.
15. Provider will report any child endangerment or safety/well-being issues to the Child Abuse Hotline as a mandated reporter.
16. Provider will have appropriate/adequate technology to communicate with State Office, County Department staff and other partners (i.e. computers, fax, phone, email, etc.)
17. Provider will notify the DFCS Contract Administration Director, their assigned State Office Contract Administrator and the DFCS County Office within 24 hours of an incident (critical or non-critical) via phone call or email. Provider will follow up by providing a written summary of the incident within 48 hours to the DFCS Contract Administration Director, their assigned State Office Contract Administrator, the DFCS County Director, Case Manager and Case Manager Supervisor.
18. Provider will comply with DHS/DFCS's right to assign this agreement to any entity acquiring all or substantially all of the duties, rights or obligations, and payments of DHS/DFCS for related work.
19. Provider will utilize the outstanding invoice protocol for all late/non-payment issues
 - a. The Provider must make 3 attempts to resolve any payment issues with the county contract liaison prior to the 45th business day
 - b. Check System & Method Incorporated (SMI) to verify if payment was made
 - c. If payment has not been made on or after the 45th business day from last invoice submittal, the Provider will send the Outstanding Invoice Spreadsheet to the assigned State Office Contract Administrator

II. The Department will provide the following in accordance with the terms and conditions of the Contract:

1. Provide a correct and fully completed service authorization/referral form to the contractor prior to the expectation that any service(s) is to be completed.
2. Provide a copy of the Co-Star Fiscal Manual, policy & programmatic requirements and forms as set forth by DHS/DFCS policies and procedures and the State of Georgia.
3. Provide to contractor at least forty-eight (48) hours advance notice for meetings.
4. Notify contractor within five (5) business days when quality of work is unsatisfactory, or a non-compliance issue is reported to the State Office DFCS Contract Administration Unit. DHS/DFCS shall allow provider to respond to allegations in writing prior to an administrative decision to either enter into a performance improvement plan, suspend or terminate their contract.
5. County Contract Liaisons will accept submission of correct and fully completed invoice packets, as described in PARA#303 no later than the 10th of each month.
6. County Contract Liaison will notify provider of errors and corrections to be made via email by completing the Error letter/Checklist that references the invoice & county within ten (10) business days of receipt of invoice.
7. County Contract Liaison will submit invoices to Regional Accounting, no later than ten (10) business days, after receipt of a correct invoice.
8. Regional Accounting will process payments within thirty (30) calendar days upon receipt and full approval of the invoice packet by accounting staff.
9. Assigned Contract Administrator will ensure contact with contractor following any reported unsafe condition(s) within 48 hours of the reported event(s).
10. Assigned Contract Administrator will conduct quality assurance, by monitoring/meeting with the contractor on a quarterly basis or as requested, to resolve any identified issues by the contractor or DHS/DFCS.
11. DFCS County Offices will notify the assigned State Office Contract Administrator in writing regarding contractor issues within 24 hours of identified issues.





12. May conduct audits of all contractual requirements and complete a report that summarizes performance compliance, strengths, and areas of concerns as needed.





CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

By 
(Signature of Official Authorized to Sign)

Date May 26, 2022

Richard Higgins
Printed Name
Chairman
Title of Official





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

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

Richard Higgins		May 26, 2022
Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

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





PAYMENT PROVISIONS

(Family Treatment Courts) (UAS 521)				INVOICE	
Provider Name				SHINES Resource ID # (located on SA)	
Street Address				Invoice #	
City, State & Zip				Service Month/Year	
Phone #		Email		FEI#	
Bill To: (County DFCS Information)					
County Office				Phn:	
				Fax:	
Address					
Contractor Signature					
I do solemnly swear, under criminal penalty of a felony for false statements subject to punishment by fine of not more than \$1000 or by imprisonment of not less than one nor more than five years, that the above statements are true and I have incurred the described expenses below:					
Contractor Name: (Please				Date Submitted	
Contractor Signature				Date Submitted	
Service Authorization Number (SA must be attached):					
Case Name and Number:					
Date Provider Received Service Authorization:					
Date(s) Services Performed:					
Provider Employee/Contractor assigned to case:					





Adults and/or Children Authorized to Receive Services		
1		6
2		7
3		8
4		9
5		10
(Service Authorization/Referral Form must be attached to Invoice)		

Code	Description	Rate	Hrs/ Qty	Price
51AD	Drug Screen (Collection & Analysis): Hair Follicle	82.50		0.00
51AE	Drug Screen (Collection & Analysis): Urine	60.50		0.00
51AF	Drug Screen (Collection & Analysis): Sweat Patch	60.50		0.00
		Total Due		\$0.00
DFCS County Contract Liaison (Please Print)			Date	
Signature				

eff. 7.1.22






REPORTING REQUIREMENTS

Organizational Chart

Drug Screen Collection Only Provider Mandatory/Non-Mandatory Training Form







Georgia Division of Family & Children Services
Drug Screening Services
Agency Staff/Subcontractor Organizational Chart

Supplier must provide this Organizational Chart disclosing all staff and/or sub-contractors that will provide services or assigned management that will be responsible for the agency that will be providing Drug Screen Collection services.

Contracted Agency Name <small>(insert below)</small>		Date Submitted <small>(insert below)</small>		Type of Collection			Required Document:				DFCS Review Decision	Date of Review Decision	DFCS Comments <small>(Pending or Denial)</small>
ABC Drug Testing Services		07/15/22											
Employee Name	Employed By: <small>(Agency or Subcontracting Agency Name)</small>	Supervisor	Position Title/Role <small>(CEO, Collector Supervisor, Collector, etc.)</small>	Hair Follicle <small>(521.51AD)</small>	Urine <small>(521.51AE)</small>	Sweat Patch <small>(521.51AF)</small>	CASA or Foster Parent Attestation Statement <small>(insert date)</small>	DHS OIG Clearance Letter <small>(insert date / add 5 years)</small>	Driver's License <small>(exp. date)</small>	Resume			
Eddie Sample	Agency	N/A	CEO	X	X	X	4/15/2020	1/15/2020	3/28/2030	X	Approved	7/19/2019	
Eddie Sample	Agency	N/A	Collector	X	X	X	4/15/2020	1/15/2020	3/28/2030	X	Approved	7/19/2019	





Drug Screen Collection Only Provider Mandatory/Non Mandatory Trainings (Insert Dates below) All = Sub-Contractors and Staff				
Employee / Sub contractor Name	Collections Training Certificate (all)	HIPAA (annual) (all) <i>Please keep in your office records</i>	Security Awareness (annual) (all) <i>Please keep in your office records</i>	Workplace Violence (annual) (all) <i>Please keep in your office records</i>
Example: Joe Dirt	7/17/2019	7/17/2019	7/17/2019	7/17/2019





BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as “DHS”) and Hall County Georgia (hereinafter referred to as “Contractor”) as an annex to **Contract No. 42700 – 040C – DS23 – 00966** between DHS and Contractor (hereinafter referred to as “Contract”). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information (“PHI”) protected by other State and Federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.





- C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex F-1 and Annex F-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 4. Contractor warrants that the individuals listed by title on Annex F-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex F-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex F-1 are impermissible.
 5. Contractor warrants that the individuals listed by name on Annex F-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex F-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex F-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
 7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363





Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876

- B. At Contractor: Jessi Emmett
(Contact name)
j Emmett@hallcounty.org
(Contact email address)
770-536-3837
(Contact phone number)

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex F-1 and Annex F-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS’s reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor’s implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.





- G.** Ensure that its agents or Subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or Subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

- H.** Except for “Non-Reportable Incidents,” report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex F-1 or Annex F-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex F-1 or Annex F-2 but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any Subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

 - i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.





Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the





security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS’s approval of the notification letter.

- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual’s right of access, within five (5) business days following DHS’s request, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual’s Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P. Give the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or the Secretary’s designees access to Contractor’s books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary’s designees request such access or otherwise as the Secretary or the Secretary’s designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary’s designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary’s designees in such form, format or manner as the Secretary or the Secretary’s designees may require.
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to DHS upon request.
- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and





Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with Subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or





- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.





IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Hall County Georgia

BY: *Richard Higgins* May 26, 2022
 SIGNATURE DATE
 Richard Higgins
 PRINTED NAME
 Chairman
 TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract





ANNEX F-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

N/A

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex F-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex F-1 as needed and provide the updated form to DHS Project Leader Contact.





ANNEX F-2

Part 1:

Please initial beside the correct option. Please select only one option.

RH _____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems.
Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex F-2 as needed and provide the updated form to DHS Project Leader Contact.





Brian P. Kemp
Governor



Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

**Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.**

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142





Security Immigration Compliance Form for Contractors

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46833 (This is a 4, 5, or 6-digit number, also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

07/09/07 Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Hall County Board of Commissioners Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Hall County Treatment Services Name of Project (or Service Provided, such as "DFCS Client Services")
Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 17 February, 2022 in Cumminville (city), GA (state).

Jessi Emmett Signature of Authorized Officer or Agent

Jessi Emmett, Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17 DAY OF February, 2022.

Joni Southard
NOTARY PUBLIC
My Commission Expires: 09-07-2025

Clarified Version 1/5/2015-agb

