

STATE OF GEORGIA
DEPARTMENT OF HUMAN RESOURCES
CONTRACT

DEPARTMENTAL ADMINISTRATIVE INFORMATION:

Expense X

DHR CONTRACT #427-93-_____

Contractor's FEI #: _____

Contractor's FY End Date: _____

Contractor's Entity Type: Not For Profit

NIGP Code: 95237

DHR Program Code: 389

Equip. Inv. Locator #:

CFDA #: 93.658

CFA #: 93.778

SECTION I: GENERAL CONTRACT PROVISIONS:

SECTION IA

PARA #101 CONTRACT BETWEEN:

(101) 05/11/04

This contract is made and entered into by and between the **Department of Human Resources, Division of Family and Children Services**, (responsibilities and obligations pursuant to this contract will be performed by the Department's division/office identified above and by the sub-unit and individuals identified in Paragraph #103 of this contract), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the DEPARTMENT;

AND

legally empowered to contract pursuant to the Georgia Nonprofit Corporation Code, and hereinafter referred to as the CONTRACTOR.

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

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

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

PARA #102 PERIOD OF CONTRACT:

(102) 3/10/94

This contract has an effective beginning date of the 1st day of October, 2007, and shall end on the 30th day of June, 2008, unless terminated earlier under other provisions of this contract.

PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(103) 3/4/03

A. Mailing Addresses:

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

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

Programmatic
Georgia Department of Human Resources
Division of Family and Children Services
Provider Relations Unit
Attn: Unit Manger
Two Peachtree Street, N.W., 18th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404/657-3460

Fiscal Officer
Georgia Department of Human Resources
Division of Family and Children Services
Fiscal Services Section
Attn: Unit Manager
Two Peachtree Street, N.W., 18th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404/463-7275

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

Telephone#:
Fax:

- B. Mailing Address for Contract Payments:

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

- C. Contract Service Delivery Sites:

This contract involves service delivery site(s) for Room, Board and Watchful Oversight (RBWO) officially approved by the DFCS Social Services Section contained in the Provider Approval letter, which is by reference made a part of this contract. The Contractor may not add or move service delivery sites during the term of this contract without prior written notification to the DFCS Provider Relations Unit of the Contractor's intent to add or move sites. The Provider Relations Unit will provide written acknowledgement of the notification indicating whether the expansion or move described in the notification is needed by the Department and provides services the Department is interested in purchasing. This applies to Child Caring Institutions, Specialty Hospitals, Therapeutic Camps and Maternity Homes.

It also applies to Child Placing Agencies desiring to expand office locations but does not apply to increasing the number of foster homes at an approved site. Prior to receiving referrals of children for the new or moved site, the Contractor is required to satisfactorily complete the Enrollment Process and obtain the written approval of the Social Services Section.

PARA #104 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

(104) 4/13/99

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin. The Contractor may consider religion in the hiring or appointment of any positions serving a primarily spiritual, ministerial, or religious purpose. Under no circumstances will any government monies, either directly, or indirectly, fund or support the employment of such non-secular positions, or any of the non-secular programs and services that the Contractor provides. The Contractor shall maintain on file with the Department current financial statements; employment application forms; a list of all staff positions, serving a primarily spiritual, ministerial, or religious purpose, for which exemption is claimed under this paragraph; and such other records as the Department may require to demonstrate compliance with the foregoing requirements. Such records shall be subject to the Open Records Act; and its exceptions. Nondiscrimination in employment practices is applicable to paid or unpaid employees, volunteers, interns and applicants for employment and includes actions relating to appointments, promotions, demotions, dismissals, and other elements affecting employment/employees.

- B. **NONDESCRIMINATION IN CONSUMER/CUSTOMER/CLIENT AND/OR CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices. The Contractor agrees that it will not discriminate against any person because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status, sexual orientation, HIV/AIDS status, or national origin. Neither shall any individual, on any of the foregoing bases, be excluded from participation in, denied the benefits of, or otherwise be subjected

to discrimination or harassment, under any program or activity funded in whole or in part or supported by the Department. The foregoing shall not prohibit the Contractor from considering these factors in providing for the health and safety of each child in foster care. The Contractor agrees that it will provide a safe, supportive environment for each child in state custody in accordance with his or her best interests.

The Contractor agrees that it will notify its staff, including paid, unpaid, volunteer or intern staff or consultants, and foster parents with whom it places children in state custody, of their ongoing responsibility to abide by the requirements of paragraphs 104 and 105 of this contract and all relevant Department policies and procedures. Notification of such requirements may include, but is not limited to, the dissemination of internal policies and procedures, official communications and organized training.

- 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. 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 #105 GOVERNMENT-FUNDED RELIGIOUS ACTIVITIES:

(UMCH) 9/29/03*

The Contractor agrees that it shall not engage in religious activities including religious worship, instruction, proselytization, or promotion, funded in whole or in part with, or supported by government monies. However, children in state custody have a right to voluntarily participate in religious activities and to follow their own religious beliefs, such as attendance at worship, religious observance, and religious study. Children who voluntarily choose to participate in religious activities shall be afforded reasonable opportunities to do so. Under no circumstances shall participation in religious activities be required in any way or be a condition of involvement in the Contractor's services or programs. See Annex A entitled Government Funded Religious Activities Clarification.

PARA #106 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

(105) 8/26/86

The Contractor agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Resources policy on respecting confidentiality of an individual's records. These citations include, but are not limited to, O.C.G.A. Sections 49-4-14, 49-5-40, 49-5-41, 50-18-72 and 45 CFR 205.5. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian. The Contractor further understands that all records concerning children placed in the custody of the Department of Human Resources or all individuals who are the subject of or are included in a child protective services investigation are made confidential by O.C.G.A. Section 49-5-40 and may not be released to anyone except in compliance with O.C.G.A. Section 49-5-41. The Contractor also understands that information concerning recipients of TANF, Food Stamps and Medicaid may only be disclosed pursuant to O.C.G.A. Section 49-4-14. If the Contractor receives a request for documents under the Georgia Open Records Act, O.C.G.A. Chapter 50-18, a subpoena or a Request for Production of Documents in which documents related to any child in the custody of the Department are sought, the Contractor will immediately inform the County Director and the County Department of the request.

PARA #107 CONFLICT OF INTEREST:

(106) 4/12/85

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #108 CONTRACT MODIFICATION/ALTERATION:

(107) 4/23/98

- A. No modification or alteration of this agreement, except for budget revisions which do not increase or decrease the total dollar value of the contract (except for 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 DHR 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 #109 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(108) 1/21/85

The Department reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the Department that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the Department, in the programmatic performance or service delivery.

PARA #110 SEVERABILITY:

(109) 3/4/03

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 #111 TERMINATION:

(110) 09/27/04

- 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.
- 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 60 days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon 30 days prior written notice to the Contractor.
- D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
 - 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 or any subcontractor violates or fails to comply with paragraphs 104 or 105 of this contract.
 - 11. Contractor or any subcontractor fails to report suspected abuse or neglect of a child in care to DHR/DFCS; or, after reviewing investigations(s) of abuse and/or neglect at the Contractor or subcontractor, the Department determines Contract termination is required to ensure the safety and well-being of children.
- E. Under all circumstances in which this contract ends under provisions A, B, C or D of this paragraph the Contractor will be required to submit the final contract expenditure report not later than 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.

PARA #112 COOPERATION IN TRANSITION OF SERVICES:

(111) 3/17/03

The Contractor agrees upon termination of this contract, in whole or in part, for any reason 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, 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 original 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.

PARA #113 FORCE MAJEURE:

(112) 3/4/03

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 #114 ACCESS TO RECORDS AND INVESTIGATION:

(113) 3/17/03*

- A. The state and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHR Office of Investigative Services, 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 of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees 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 and Department policy, 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 service authorization and utilization activities; review of any other areas, activities or materials relevant to or pertaining to this Contract; and requirements to maintain on file with the Department such records as the Department may require to demonstrate compliance with the provisions of 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 reimburse the Department, make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

PARA #115 COLLECTION OF AUDIT EXCEPTIONS:

(114) 3/1/92

The Contractor agrees that the Department may withhold net payments (voucher deduction) equal to the amount which has been identified as owed to the Department 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 check.

PARA #116 SUBCONTRACTS:

(RBWO) 07/01/07*

- A. 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 specified 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 the subcontractor. 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.
- B. Within 30 days of execution of this contract, the contractor must provide to the Department a listing of subcontractors that are engaged by the Contractor to provide services specified in this contract. This listing should include a brief statement describing the services or deliverables to be provided by the subcontractor. During the term of this contract, the Contractor further agrees to notify the Department in writing within 30 days of the addition or deletion of subcontractors for services specified in this contract.

PARA #117 PUBLICITY:

(116) 6/2/05

- A. Contractors must ensure that any publicity given to the program or services provided herein identify 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 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 Commissioner's Office of Communications. 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 Commissioner of the Department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health, the Commissioner's Office of Communications must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Communications to support the effort and to respond in a timely manner to inquiries to the Department that might result. 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 Commissioner of the Department.

PARA #118 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(117) 6/8/05

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

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

PARA #119 CONSULTANT/STUDY CONTRACT:

(118) 3/4/03

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Human Resources, 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 Department of Human Resources Policy 7901, 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 #120 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(119) 3/17/03

- A. The Contractor shall ensure that all subcontractors performing services under this contract 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 to perform any services the subcontractor provides under the terms of this contract.
- C. The Contractor agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, or otherwise violates any provision under this Section, that this contract may be terminated immediately in whole or in part.

PARA #121 DRUG-FREE WORKPLACE:

(120)12/18/01

- 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 Code Section 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
1. The Contractor has made false certification hereinabove; or
 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #122 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (137B) 4/30/01

- A. Pursuant to Section 1352 of Public Law 101-121, the Contractor agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as **Annex B**.
 3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department
 4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- B. Contractor further agrees that in accordance with the federal appropriations act:
1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet,

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

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Contractor further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA # 123 CRIMINAL RECORDS INVESTIGATIONS:

(122A) 05/11/04
* RBWO IV-E 07/01/07

- 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 record history investigation which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia Annotated. In order to initiate this requirement, the Department will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center, together with the fee as required by said center for a determination made pursuant to Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations.
- B. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Department will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Department, the Contractor will be informed, and the individual so identified will not be employed for the purpose of providing services under this contract.
- C. The Contractor further agrees to complete a Criminal Records Check, including fingerprint record checks of all Foster Parents from the National Crime Information Center (NCIC). The Contractor must obtain satisfactory results of fingerprint record checks before the placement of a child. If the Contractor's Foster Parent fail to successfully pass the criminal records 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 satisfactory criminal record checks, 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 records check 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.

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 records check including GCIC and NCIC finger printing must be performed and the outcomes documented. Repeat criminal record 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.

- D. The 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, child-caring institutions 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.

PARA #124 AIDS POLICY:

(123) 3/4/03

- 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 Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #125 INDEMNIFICATION:

(124) 3/4/03

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), DHR, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by contractor (collectively, the "Indemnity Claims").

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

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

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 #126 DEBARMENT:

(141) 3/1/92

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing **Annex C** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #127 NONSMOKING POLICY FOR CHILDREN'S SERVICES:

(127) 3/24/95

The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 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 \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the Contractor.

SECTION II SPECIAL TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 3/17/03

WITNESSETH:

WHEREAS, the Department has a need for and desires Room, Board and Watchful Oversight services for children in DFCS custody.

AND

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

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

A. The Contractor agrees:

1. That the Contractor's Provider Application, that was approved by the Department is made a part of this contract and is incorporated herein by reference. The Contractor's Provider Application shall be placed on file with the Department's, Division of Family and Children Services (DFCS) Provider Relations Unit.
2. To fully comply with the Minimum Standards for Room, Board and Watchful Oversight (RBWO) which are incorporated herein by reference, and attached hereto as **Annex D**.

3. That if it offers residential maximum watchful oversight services it will accept all children stepping down from Psychological Residential Treatment Facilities (PRTF) placements. Within five business days of receiving a placement referral from the Department, the Contractor shall provide the referent with written notice of its decision to accept or not to accept a child into its program. For children that are referred by Fulton and DeKalb County Departments of Family and Children Services, written notice of its admission decision shall be provided to the respective county Department within eight (8) hours of receipt of the placement referral. For all acceptances for emergency or pre-placement services, the Contractor shall adhere to its policies which were adopted in accordance with the Department's Office of Regulatory Services (ORS) Licensing Requirements. In emergency situations, when the Contractor determines that a child is appropriate for its program, it shall admit the child within 72 hours of receiving a completed application from the Department. For children that are in the custody of Fulton or DeKalb County DFCS, the children shall be admitted within 23 hours of receiving a completed application from the respective county Departments.
4. To assess the needs of all children placed within the Contractor's program and to complete the child's initial service and safety plan within seven (7) days of admittance.
5. To cooperate with the Department in facilitating visits between a child, in the Contractor's program, and his/hers DFCS case manager(s), service providers, and/or family members.
6. To ensure that all of its personnel meet minimum Educational and Experiential requirements and staff-to-child ratios as defined in the Minimum Standards for Room, Board and Watchful Oversight.
7. To use Medicaid Rehab Options (MRO) provider and/or private providers that are approved by the Department. The Contractor shall obtain the Department's written approval prior to using an MRO Provider that is not on the Departments list of approved providers. The Contractor shall ensure that all approved Medicaid Mental Health Services are delivered to the child in a timely manner.
8. To maintain up to date records on all MRO services that are provided to a child. The Contractor shall provide to the Department monthly status reports of all services provided to each child, including anticipated step down/discharge dates.
9. To coordinate with the External Review Organization (ERO) for short term placements in PRTF.
10. To comply with all applicable rules and regulations of the Office of Regulatory Services (ORS). Should the contractor have a substantiated case of non-compliance with ORS rules and regulations, the contractor shall have 30 days to correct said non-compliance. If the Contractor fails to correct within 30 days, the Department will immediately suspend referrals to the Contractor. Failure to correct within 45 days will be cause for terminating the contract. If Contractor has three or more major substantiated complaints within a twelve month period, the contract will be subject to cancellation in accordance with Paragraph #111 B.
11. To provide the Department with an annual cost report, which shall include the Contractor's Annual Independent Audit Report. The cost report shall be submitted to the Department no later than ninety (90) days after of the Contractor's fiscal year end closing. The Contractor further agrees to assist the Department in its efforts to obtain payments, or recover costs of any service provided under this Contract from third parties. These obligations are in addition to the Contractor's obligations under Paragraph 115 above.
12. To work with the Department, its contractors, and other service providers to assess the behavioral, social, emotional, psychological and physical needs of children that are receiving services under this contract. The Contractor further agrees to document the behaviors and needs of children in its program, and to develop individualized service plans for children that are going to be in the Contractor's program longer than seventy two (72) hours. The service plans shall meet recognized professional child welfare standards; shall provide for the participation of the family in the plan; shall include services which are specific to the child's need, and shall include any services that may be required by the Department. The Contractor shall ensure that all services identified in the service plan are provided to the child and the family, and shall document the frequency and quality of such services.
13. To cooperate fully and work closely with DFCS, MHDDAD and Department of Juvenile Justice case managers to transition a child to adulthood through appropriate educational, vocational, and residential training and support. Such support and services shall be provided within the child's home community to ensure that every child leaves out-of-home care with a transition and aftercare plan.
14. That it shall not use race and/or ethnicity and/or religion as the basis for a delay or denial in the placement of a child, either with regard to matching a child with a foster family or with regard to placing a child in a group facility.

15. To maintain all licenses, certifications, or accreditations that were in effect at the time that the Contractor was approved as a service provider, or that are required by federal and/or state law; Department regulations, or professional associations and entities that certify, accredit, or license staff, facilities and/or programs.
16. To use only such contracted service providers who possess the appropriate licenses, certificates or accreditations as may be required by the Department when providing services to children under the terms of this contract.
17. That authorized representatives of the Department shall have access to children in the Department's custody 24 hours a day seven days a week, regardless of whether the children are placed in the Contractor's facility or foster home.
18. To work with the Department in planning for the discharge of children from the Contractor's program. A discharge can be for any reason, including but not limited to, a change in the child's placement, reunification of the child with his or her family members, or the mutual decision of the parties. The Contractor shall cooperate with the Department in developing a discharge plan for a child in the Contractor's program. The Contractor shall prepare and submit to the Department discharge summaries for all children who are discharged from one of the Contractor's placements, whether said discharge is planned or unplanned. Discharge summaries shall be submitted in the format, and contain the information specified by the DFCS Provider Relations Unit. The Contractor further agrees to ensure that its designated employees or subcontractors participate in a team meeting, prior to a child's discharge from the Contractor's program.
19. That no child will be moved from one site placement to another without the prior approval of the Department and the execution of a new placement agreement. The Contractor agrees that the Department may, in its sole discretion, remove a child from a placement at any time. Further, the Contractor must ensure that all placements, discharges, and movements are done in partnership with the local DFCS County Office. Failure to comply with the terms of this paragraph will result in payments being withheld for the service month(s), in which the child was in a placement that was not approved by the Department.
20. To notify the DFCS Provider Relations Unit of a child's placement, discharge or movement within 2 business days of stated activity. The notice shall be provided via email and sent to dfcsprovi@dhr.state.ga.us for the purpose of ensuring that appropriate records and placement accuracy is maintained.
21. That in situations where a discharge is the result of a determination by the Department and the Contractor that the placement is no longer safe, or appropriate for the child or other children in the program, the child should be removed immediately or the situation otherwise resolved in a manner designed to ensure that no child remains in a placement in violation of the health and safety standard of the Department's Office of Regulatory Services (ORS).
22. To give an admissions priority to children that are referred by the Fulton or DeKalb County Departments of Family and Children Services, and to place the children in placements that are in their own county, or within a 50 mile radius of the child's point of removal.
23. To notify the Department when a child is moved from one foster home to another (excluding Respite moves). For children in the custody of Fulton or DeKalb County Departments of Family and Children Services, a family team meeting may be required prior to placement changes. Failure to comply with the terms of this paragraph will result in payments being withheld for the applicable service month(s).
24. To fully comply with the following placement conditions and requirements regarding each of the identified care settings:

(a) Foster Homes

- i. No child shall be placed in a foster home if that placement will result in more than three (3) foster children in that home or, a total of six (6) children in the home, including the foster family's biological and/or adopted, children without the written approval of the DFCS Social Services Director.
- ii. No placement will result in more than three (3) children under the age of three (3) residing in a foster home.

The only exception to these limits shall be circumstances in which the placement of a sibling group in a foster home with no other children in the home would exceed one or more of the aforementioned limits.

(b) Group Care Settings

- i. No child under six years (6) of age shall be placed in a group care setting without the express written approval of the DFCS Social Services Director based upon his or her certification that the individual child has exceptional needs which cannot be met in any foster home placement or other facility.
- ii. No child under six (6) years that has been certified for a group care setting shall be placed in any such setting that has a capacity in excess of twelve (12) children. This shall not apply to a child who is under six years of age and who is also the son or daughter of another child placed in a group care setting.

- iii. No child between the ages of six (6) and twelve (12) years of age shall be placed in a group care setting without the express written approval of the Social Services Director based upon his or her certification and specific finding that the individual child has needs which can be met by the particular group care setting and that the particular group setting is the least restrictive placement that can meet such needs.
 - iv. No child between the ages of six (6) and twelve (12) years of age shall be certified for a group care setting shall be placed in any group care setting which has a total capacity in excess of 12 children.
25. To ensure that children are placed in accordance with their individual needs, taking into account the closeness of the placement to the child's home and community, sibling location, relative resources, and least restrictive setting. The Contractor further agrees to ensure that siblings who enter placement at or near the same time shall be placed together, unless doing so is harmful to one or more of the siblings, one of the siblings has such exceptional needs that can only be met in a specialized program or facility or the size of the sibling group makes such placement impractical notwithstanding diligent efforts to place the group together.
 26. To ensure that all medication prescribed for a child will be administered as ordered in the child's prescriptions. The Contractor shall also ensure that the administration of medication is done in accordance with DHR/ORS Rules and Regulations. The Contractor will ensure that only designated, authorized and appropriately trained personnel will administer the taking of medications. The Contractor's staff shall maintain a thorough record of all medications taken by children in the program.
 27. To ensure that foster parents providing services to children pursuant to the terms of contract are paid at a rate equal to the foster parent per diem rate established by the policy of the Department's Division of Family and Children Services.
 28. To ensure that its foster parents have received uniform and appropriate pre-service training prior to a child's placement in the foster home. Further, the Contractor agrees to ensure that all of its approved foster homes, with whom DFCS children are placed, have received uniform and appropriate ongoing training, and that they are reasonably informed of any changes in laws or DHR/DFCS policies that affect foster parents. The Contractor shall require its foster parents to complete annual training part of an annual re-approval process.
 29. To comply with DFCS uniform standards, and ORS' rules and regulations for the approval and re-approval of foster homes.
 30. To ensure that available information concerning a specific foster child, including family history, medical, dental, mental health, educational information, complete and accurate updated information and any other information that is relevant to the child's safety and well-being, is provided to the approved foster parents before a child is placed in the home. The Contractor also agrees to ensure that a complete and accurate updated information is provided to the approved foster parents after the child is placed, as such information becomes available.
 31. To work closely with the Department to limit and reduce the length of time children are served in Emergency Shelters.
 32. To develop and implement an admissions plan for children that are referred to its program, which includes the use of qualified staff to process intakes seven days a week from 7:00 a.m. until 9:00 p.m.
 33. To notify the Department in writing of any changes to its address, telephone numbers, contact person, administrator/ executive director and/or policies and procedures that significantly impact the delivery of services.
 34. To assure attendance/participation of Contractor's case managers, supervisors or clinicians in Family Team Meetings (FTM), Multi Disciplinary Team (MDT) meetings, Juvenile Court Reviews, Citizen Panel Reviews, and transitional discharge planning meetings as requested by the Department. The Contractor will be given notice of these meetings or reviews at least three business days prior to the review or meeting, if at all possible.
 35. To report to the Department immediately any suspected abuse and neglect of children served by the Contractor. The Contractor's failure to report suspected abuse or neglect of a child to DHR/DFCS shall result in appropriate process being issued in accordance with applicable statutes, rules and regulations for immediate termination of the contract or placement of the provider on probation. A repeated failure to report within one year shall result in termination of the contract.
 36. That it is prohibited from using or authorizing the use of corporal punishment with any child in the Department's custody. The Contractor will notify the Department when it suspects that corporal punishment has been used on a DFCS child. The Contractor will insure that its employees are aware of this prohibition and follow the policy prohibiting the use of corporal punishment with any child in the Department's custody. The Contractor will cooperate fully with the Department in assessing alleged incidents of the use of corporal punishment. Should corporal punishment be used with any child in the Department's custody, the Contractor will take appropriate actions to prevent a recurrence of the use of corporal punishment with any child in a placement operated by the Contractor. If the Contractor is a child-placing agency and corporal punishment has occurred in a foster home placement operated by the Contractor, the Contractor agrees that:

- a. The Department may choose, in its sole discretion, to remove a child from the Contractor's foster home and/or to discontinue use of the foster home for placement of children in the Department's custody.
 - b. If children in the Department's custody remain in the foster home, a corrective action plan will be developed and signed, by all parties involved, and monitored for compliance by the foster parents. Children will be removed from, and no longer placed in the foster home if:
 - i. The foster parents are not amenable to change or correction in their disciplinary practices, or to Department intervention;
 - ii. The incident of corporal punishment had a direct impact on the safety and well being of a child, or posed a serious risk factor for a child; or
 - iii. A second incident of corporal punishment occurs in the foster placement
37. To notify the Department immediately when there has been a significant injury to or death of any child placed in any facility, group home, or foster home operated by the Contractor, whether or not the injured or deceased child is in the custody of the Department. The Contractor will also notify the Department immediately upon the discovery of a serious threat to or issue with the health or safety of any child for whom services are being provided. The Contractor further agrees to develop and implement a plan/protocol for how it will handle situations when child disappears, or runs away from a placement. A copy of the plan shall be provided to each county department that has children placed in the Contractor's program.
38. To provide the Department with information in the way of outcome measures, statistical reports, accurate data, service narratives, care documentation and other such information on at least a bi-annual (6 months) basis or as the Department deems necessary for the Department's use.
39. To provide to the Department such data and reports as it requests for use in developing baselines, baseline data and other reports or review processes to promote improvement in performance under the terms of this contract and in any other area related to the services provided to children placed by DFCS in the following areas:
- a. Child health and safety,
 - b. Family and community involvement,
 - c. Permanency,
 - d. Functioning levels,
 - e. Placement stability, and
 - f. Reentry to care.
40. To cooperate with the Department to facilitate and ensure that children's health related service needs are met. This includes initial health screening and subsequent follow-up treatments in accordance with the required periodicity schedule and as documented in the child's most recent case plan. The Contractor further agrees to ensure that children in the Contractor's care have current Physical, Dental and Mental Health Checks as define by Medicaid's Early Prevention and Screening Diagnostic Test (EPSDT) standards, including at a minimum, the components identified in the Georgia Health check program and any related health services required by the ORS rules and regulations. Every Child shall receive an EPSDT/Georgia Health Check Program health screening within ten days of receiving a final discharge from placement. Children in the Contractor's placements shall have Periodic Health Screenings and treatment as follows:
- a. Ages zero through six months: All children between the ages of zero to six months shall receive no less than three periodic EPSTD/Georgia Health Check Program health screenings.
 - b. Ages six months through 18 months: All children between the ages of six months through 18 months shall receive no less than four periodic EPSTD/Georgia Health Check Program health screenings performed at approximate three month intervals.
 - c. Ages 18 months through five years: All children between the ages of 18 months through five years shall receive no less than one periodic EPSTD/Georgia Health Check Program screening performed every six months.
 - d. Ages six years and over: All children of six years of age and older shall receive no less than one periodic EPSTD/Georgia Health Check Program health screenings performed every year.
 - e. All children shall receive any follow-up treatment or care as directed by the physician who administered the periodic EPSTD/Georgia Health Check Program health screening.
 - f. All children age three (3) and over shall receive at least one annual dental screening in compliance with EPSTD/Georgia Health Check Program, and shall receive any and all treatment as directed by the child's assessing dentist.
41. To verify, and certify in writing that all of its employees that provide case management or Supervisory Services to children in State Custody under the terms of this contract have met the following criteria:
- a. Have an undergraduate degree from an accredited college or university
 - b. Have completed at least 160 hours of approved training comparable to the pre-service an in-service curriculum provided to DFCS case managers providing like services to children in the Department's custody, unless waived by the DFCS Director of Education and Training.

- c. Obtained a passing score on the online assessment required for DFCS case manager certification.
 - d. Completed 20 hours of job related ongoing training annually.
42. To conduct a child abuse and registry check on any potential foster parent or other adults residing in the foster parent(s) home, who will be providing services to, or have contact with children under the terms of this contract. The check shall be done in this state, and any other state where the foster parent (or other adult house hold member) has resided in the five years preceding the date of the person's foster parent application. The Contractor shall not place a child in the potential foster parent's home until it has gotten satisfactory results from the aforementioned checks, and written approval from the DFCS' Constituent Services/ICPC Unit. If the Contractor places a child with foster parents, for whom the Contractor has not received satisfactory information (criminal records check, child abuse and neglect registry check, etc.), the Department will immediately move the child from that home, and the Contractor will repay all amounts paid to the Contractor for Room, Board and Watchful Oversight for the period of time that the child was in that home. 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, and exercise its right to terminate the contract under the provision of Paragraph # 111B.
43. To further complete a check of the Georgia Bureau of Investigation (GBI) registry shown at <http://services.georgia.gov/gbi/gbisor/disclaim.html>
44. To have the ability to communicate with the Department twenty-four (24) hours per day, seven (7) days per week. Such communication shall be by telephone, e-mail, and/or facsimile. Or, to designate a contact person, and telephone number where the Department can reach the Contractor twenty-four (24) hours a day, seven (7) days a week.
45. To input complete and accurate data into the Kid Service Tracking and Reporting (KidSTAR) System, in the intervals designated by the Department.

AND

B. The Department will:

- 1. Provide information available to it about a child to Contractor promptly within 72 hours of emergency or pre-placement admissions of the child pursuant to this Contract.
- 2. Provide to the Contractor all supplemental documentation as it impacts the permanency goals of each child.
- 3. Provide training to the Contractor regarding the Cost Reporting and other documentation required pursuant to this Contract.
- 4. Provide the Contractor with timely notification of any procedural or policy change impacting service delivery, case documentation or reporting.
- 5. Provide service authorization documentation for each child placed with Contractor.
- 6. Make placement decisions with a priority for locating the child near his/her residence and the reduction of the length of time the child is in an emergency shelter and other out of home care.
- 7. Monitor the delivery of service and documentation of service by contractor and issue reports to contractor about the results of that monitoring.
- 8. Work with contractors/providers to continue working on developing baseline data, performance measures, outcomes supported by a rate structure to reach these defined outcomes, at a reasonable cost.
- 9. Ensure and make available to the Contractor, Local DFCS Case Management telephone access numbers (24-hour, 7 days a week), fax machines, and e-mail addresses at the time of each referral.
- 10. Notify the Contractor of any meetings regarding the child.
- 11. Reimburse the Contractor in a timely manner for services provided under this contract.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301E) 2/23/84

The Department will pay the contractor at the rates as described in **Annex E**, for all children referred by the Department. The Contractor must submit individual premium/waiver requests to DFCS Provider Relations Unit if a payment premium/waiver is to be requested. The rate paid is to be claimed only if a child is placed by the Department and is in residence with the Contractor's facility. **In the event a child is transferred between Contractors, only the claim made by the Contractor where the child slept overnight will be honored.** The Contractor agrees to accept the Division's payment rates and conditions for the services specified in this Contract for the identified population. The Contractor agrees and is required to pursue reimbursement from other insurers and payers from which coverage for the consumers' services may be provided. The Contractor has the right and obligation to collect payment from eligible consumers for non-covered services, co-payments, and deductibles as well as collecting payment from third party sources for services. This paragraph is not intended to prohibit the contractor from billing other local, state or federal agencies for reimbursable expenses that are not covered by the rate. Local DFCS will pay provider directly or through one of its local operating offices within 30 days of properly completed forms necessary to effect payment.

PARA #302 PRE-BILL SUBMISSION:

(306B) 4/8/98

The Contractor agrees to return the Pre-Bill to the Division of Family and Children Services Payment Center during the term of this contract within 10 days of the receipt of the Pre-Bill for service. Any invoice submitted more than 10 days following the contract end date will not be paid by the Department.

If the Contractor is a Child Placing Agency (CPA), the contractor will document separately that portion of the rate provided to the contracted community foster home for the room, board or watchful oversight of any child placed by the Department and that portion of the rate which is retained by the agency (Admin Cost). The Pre-Bill to be used is attached hereto as **Annex F**.

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

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

(401F) 8/1/07

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. Contractor understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

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 **Annex G** which the Contractor agrees to by signing this contract. 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 Section 4.3 d of the Business Associate Agreement.

B. 45 CFR Part 74; as used in this contract, the word Contractor is synonymous with the word Subgrantee as used in this Code of Federal Regulations.

C. 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 13, 2003 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of 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.

D. Compliance with Federal and State Immigration Laws:

The Contractor agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of The 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Contractor will ensure that only persons who are

citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48, and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007).

Contractor further certifies by signing **Annex H, (Immigration and Security Form)**, it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq., Contractor further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

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

- E. Fair Labor Standards Act of 1938, as amended.
- F. Community Opportunities, Accountability, and Training and Educational Services Act of 1998, Title III, Sections 301-309.
- G. Special Security Act, Title XIX, as amended; Public Laws 89-97, 90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public law 92-223; Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99-509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360; Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166; Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517; Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66; Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193; Public Law 104-208,104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public Law 106-554.
- H. Compliance with Minimum Standards for Room, Board and Watchful Oversight.
- I. Compliance with Minimum Standards for Foster Homes:
http://www.odis.dhr.state.ga.us/3000_fam/3060_fostercare/Chapters/Foster%20Care%20Minimum%20Standards.doc
- J. Compliance with the Foster Parent Bill of Rights:

Private agency providers of placement for children in the custody of the Department of Human Resources, shall give full consideration to the provisions of OCGA 14-5-49 (a), commonly known as the Foster Parent Bill of Rights, in developing their policies, practices, and procedures regarding foster care and adoptive placement.

Private agency providers of placement for children in the custody of the Department of Human Resources shall give full consideration to the provision of OCGA Section 49-5-281, commonly known as the Foster Parent Bill of Rights, in developing their policies, practices, and procedures regarding foster care and adoptive placement.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402A) 8/7/06

Contractors that expend \$500,000 or more in **Federal funds** during their fiscal year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit reporting package shall include the documents listed in the Department of Human Resources On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

Contractors expending \$100,000 or more in **State funds** during their fiscal 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. The audit reporting package shall include the documents listed in the Department of Human Resources On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **State funds** during their fiscal 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 as described in the Department of Human Resources On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

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

Two (2) copies to:
Director, DHR Office of Audits
Room #26.425
Two Peachtree Street, N.W.
Atlanta, Georgia 30303-3142

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

Contractor understands that according to the provisions of this contract and as described in the Department of Human Resources On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for DHR to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHR or the State Department of Audits and Accounts.

PARA #403 ENTIRE UNDERSTANDING:

(403) 5/02/02

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

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 3/17/03

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

- Annex A Government Funded Religious Activities Clarification
- Annex B Certification Regarding Lobbying
- Annex C Debarment Certification
- Annex D Minimum Standards for RBWO
- Annex E Rate Schedule
- Annex F Pre-Bill
- Annex G HIPAA Business Associate Agreement
- Annex H Immigration and Security Form
- Annex I Resolution to Contract for Corporations

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN RESOURCES

AND

CONTRACTS WITH NONPROFIT CORPORATIONS

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

The contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

CONTRACTOR EXECUTION

By: _____

*As _____ of the Corporation

Date signed by Contractor

Name of Corporation

Typed name of person signing

CONTRACTOR ATTESTED:

By: _____

**As _____ of the Corporation

Attestor's typed name

SEAL:

Imprint Seal of the Corporation here

DEPARTMENTAL EXECUTION:

For the Commissioner of the Department of Human Resources

**Mary Dean Harvey, Director
Division of Family and Children Services**

Date signed by the Department

*Must be President, Vice President or Chief Executive Officer.

**Must be Secretary or Assistant Secretary.

Corporation affix and impress corporate seal here and attach to this contract marked **Annex I**, a certified copy of the corporate resolution pertaining to and permitting this contract and authorizing and directing the above corporate officers to execute this contract for and on behalf of the corporation. When the corporate resolution is attached hereto, the same is hereby incorporated in and by reference made a part of this contract.

INSERT

GOVERNMENT FUNDED RELIGIOUS ACTIVITIES CLARIFICATION

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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.

Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

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

INSERT

MINIMUM STANDARDS FOR ROOM, BOARD

AND WATCHFUL OVERSIGHT (RBWO)

INSERT RATE SCHEDULE

INSERT PRE-BILL

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Resources (hereinafter referred to as "DHR") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHR is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of Protected Health Information ("PHI") that a business associate may receive or create on behalf of DHR pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI;

WHEREAS, Business Associate may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHR and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. DEFINITIONS

- 1.1 "**Privacy and Security Rules**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164.
- 1.2 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules, including without limitation those set forth at 45 CFR Parts 160.103 and 164.501.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Unless otherwise Required by Law, Business Associate agrees:

- 2.1.1 **Nondisclosure.** That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.1.2 **Safeguards.** To establish, maintain and use appropriate administrative, physical and technical safeguards to reasonably protect the confidentiality, integrity and security of the PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement; and upon the enforcement date as specified by the Privacy and Security Rules under HIPAA, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of DHR in its capacity as a Business Associate.
- 2.1.3 **Mitigation.** To mitigate, to the extent practicable, and in cooperation and consultation with DHR, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Security Incident by Business Associate in violation of the requirements of this Agreement.
- 2.1.4 **Compliance of Agents.** That its agents or subbusiness Associates, including subcontractors, are subject to the same obligations that apply to Business Associate under this Agreement and Business Associate agrees to ensure that its agents or subbusiness, including subcontractors, Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement. Business Associate also agrees to ensure that any agents or subbusiness Associates, including subcontractors, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- 2.1.5 **Report Unpermitted Disclosure of PHI.** To report to DHR any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to DHR any Security Incident related to Electronic Protected Health Information of which Business Associate becomes aware. Business Associate agrees to make such report to DHR in writing in such form as DHR may require within twenty-four (24) hours after Business Associate becomes aware.
- 2.1.6 **Amendments.** To make any amendment(s) to PHI in a Designated Record Set that DHR directs or agrees to pursuant to 45 CFR 164.526 at the request of DHR or an Individual, within five (5) business days after request of DHR or of the Individual. Business Associate also agrees to provide DHR with written confirmation of the amendment in such format and within such time as DHR may require.
- 2.1.7 **Access.** To provide access to PHI in a Designated Record Set to DHR upon request, within five (5) business days after such request, or, as directed by DHR, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. Associate also agrees to provide DHR with written confirmation that access has been granted in such format and within such time as DHR may require.
- 2.1.8 **Disclose Practices, Books, and Records.** To give DHR, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHR within five (5) business days after DHR, the Secretary or their designees request such access or otherwise as DHR, the Secretary or their designees may require for purposes of the Secretary determining DHR's compliance with the Privacy and Security Rules. Business Associate also agrees to make such information available for review, inspection and copying by DHR, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DHR, the Secretary or their designees in such form, format or manner as DHR, the Secretary or their designees may require.
- 2.1.9 **Document Disclosures.** To document all disclosures of PHI and information related to such disclosures as would be required for DHR to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy and Security Rules.
- 2.1.10 **Release Documentation of Disclosures.** To provide to DHR or to an Individual, information collected in accordance with Section 2.1.9 of this Agreement, above, to permit DHR to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy and Security Rules.
- 2.1.11 **Respond to Requests from Individuals.** Except as this Agreement or any other agreement between DHR and Business Associate may otherwise provide, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will redirect the Individual to DHR.
- 2.1.12 **Ownership.** To the extent permitted by law, any and all PHI provided to or created by Business Associate shall remain the property of DHR, and Business Associate's use, possession or knowledge of PHI does not cause Business Associate to have any right, title, ownership or interest in the PHI, including de-identified information.

2.2 Permitted Uses and Disclosures by Business Associate

- 2.2.1 **Functions and Activities on Behalf of DHR.** Except as limited in this Agreement, Business Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy and Security Rules if done by DHR or the minimum necessary policies of DHR. All other uses or disclosures by Business Associate not authorized by the Agreement or by specific instruction of DHR are prohibited.
- 2.2.2 **Business Associate's Management and Administration.** Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- 2.2.3 **Disclosure by Business Associate Required by Law or With Reasonable Assurances.** Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosure is Required By Law, or provided that the Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: 1) the Protected Health Information will be held confidentially; 2) the Protected Health Information will be used or further disclosed only as Required By Law or for the purpose(s) for which it was disclosed to the person or entity; and 3) the person or entity will notify Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.
- 2.2.4 **Data Aggregation Services.** Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- 2.2.5 **Report Violations of Law.** Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. **OBLIGATIONS OF DHR**

3.1 **Inform Business Associate of Privacy/Security Practices and Restrictions.**

- 3.1.1 Security Rules if, and to the extent that, DHR determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.
- 3.1.2 DHR will notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI to the extent that DHR determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.
- 3.1.3 DHR will notify Business Associate of any restriction regarding its use or disclosure of PHI that DHR has agreed to in accordance with the Privacy and Security Rules if, and to the extent that, DHR determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.

3.2 **Permissible Request by DHR.** DHR shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by DHR.

4. **TERM AND TERMINATION**

Term. The Term of this Agreement shall commence on the day and year first written above, and shall terminate when all of the PHI provided by DHR to Business Associate, or created or received by Business Associate on behalf of DHR, is destroyed or returned to DHR, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Annex.

Termination for Cause. Upon DHR's knowledge of a material breach by Business Associate, DHR shall either:

- Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHR;
- Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- If neither termination nor cure is feasible, DHR shall report the violation to the Secretary.

4.3 **Effect of Termination.**

- Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from DHR, or created or received by Business Associate on behalf of DHR. This provision shall apply to PHI that is in the possession of subbusiness Associates or agents, including subcontractors, of Business Associate. Neither Business Associate nor its agents nor subbusiness Associates including subcontractors, shall retain copies of the PHI.
- In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall send DHR detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DHR determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes DHR 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 action as DHR may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.
- If neither termination nor cure is feasible, DHR shall report the violation to the Secretary.
- Section 4.3 of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

5. **MISCELLANEOUS.**

- 5.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 5.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for DHR to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191
- 5.3 **Survival.** The respective rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHR to comply with applicable state and federal laws, rules and regulations, and the Privacy and Security Rules, 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 federal laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy and Security Rules if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy and Security Rules.
- 5.5 **Scope.** The Parties agree that the terms of this Agreement apply to any relationship or agreement, existing now or arising in the future, between Business Associate and DHR related to use and/or disclosure of PHI.
- 5.6 **Entire Agreement.** This Agreement is the complete and exclusive statement of the understanding of the parties with respect to the subject matter hereof and hereby supersedes any prior written or verbal proposals, agreements, understandings or discussions with respect to same. This Agreement shall not be limited in any way by any provisions in the Contract. This Agreement may not be modified or amended except by written agreement executed by authorized representatives of both parties.
- 5.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.8 **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 5.9 **Choice of Law.** This Agreement shall be governed by the laws of the State of Georgia.
- 5.10 **Full Force and Effect.** All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Annex, shall remain in full force and effect.
- 5.11 **Business Associate Assurances.** The Business Associate agrees that it will comply with all provisions of HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164, and that it assures to DHR that it will provide appropriate safeguards of Protected Health Information ("PHI") as an entity that provides functions, activities, or services involving the use of PHI.

ANNEX H

IMMIGRATION AND SECURITY FORM

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature Title

Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

SAMPLE

**DO NOT COMPLETE THIS FORM - IT IS A SAMPLE TO FOLLOW.
ACTUAL RESOLUTION SHOULD BE TYPED ON CORPORATE
LETTERHEAD.**

RESOLUTION TO ENTER CONTRACT

At the _____ meeting of _____
(regular OR called) (legal name of corporation)
on _____, the following resolution was presented, seconded, and passed
(date)

(unanimously OR by majority vote)

WHEREAS: The _____ (legal name of corporation) desires to
provide _____ services, and

WHEREAS: Said corporation desires to enter a contractual arrangement with the Georgia Department of Human Resources for the provision of said services; be it therefore

RESOLVED, That _____
(legal name of corporation)

Agrees to enter a written contract with the Georgia Department of Human Resources,
_____ for the provision
of _____ services for the
period beginning _____ and ending _____.

(President, Vice President, OR Chief Executive Officer)

AND THE _____ are duly
authorized to execute said contract on behalf of this corporation.

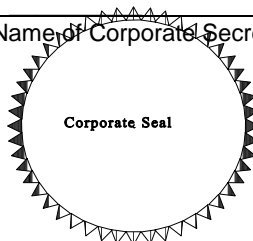
Certified true and correct

Signature of Corporate Secretary

Typed Name of Corporate Secretary

Typed Name of Corporation

SEAL



Imprint Seal of Corporation Here