

## Walker County Family Connection FY18 Contract

DELETE

REPLY

REPLY ALL

FORWARD

Linda Lunsford &lt;Lunsford@gafcp.org&gt;

mark as unread

Wed 5/24/2017 3:39 PM

To: Greg McConnell;

Cc: 'susanwells@walkerschools.org'; connectionsnwga@gmail.com;

1 attachment

FY18  
Walker~.pdf

Bing Maps

Action Items

Get more apps

RE: Walker County Family Connection FY18 Contract

Thank you for agreeing to serve as the Fiscal Agent. Attached is the FY18 Family Connection contract for the period July 1, 2017 through June 30, 2018 along with instructions.

Please sign the attached contract and supporting annexes where required and mail to me at Georgia Family Connection Partnership, 235 Peachtree Street, Suite 1600, Atlanta, GA 30303-1422.

As a reminder, signatures and/or initials are required on the following pages or annexes of the contract.

1. Page 14, Contract Signature Page
2. Page 7 of Annex D
3. Attachment L-1 immediately after Page 6 of Annex D enter N/A or Not Applicable on first line
4. Attachment L-2 immediately following Attachment L-1, initial first line in Part 1 "Contractor DOES NOT need any user accounts to access DHS Information Systems".
5. Annex E, Security and Immigration Compliance, Contractor Affidavit, must be completed, signed and notarized.

Please call if you have any questions.

Linda Lunsford  
Georgia Family Connection Partnership  
404 527-7394

**FAMILY CONNECTION FY 2018 CONTRACT  
CONTRACT TRANSMITTAL**

**TO: County Family Connection Fiscal Agent**

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2018 Family Connection contract (July 1, 2017 to June 30, 2018) is attached.

**The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.**

To execute the contract please do the following:

1. Verify the following items: (If corrections are needed, please mark through error and write in blue ink the correction needed. We will correct our data base after receipt of your signed contract.)
  - a. That your organization's name and legal address are correct in Paragraph 101.
  - b. That your organization's name and address for mailing purposes, along with your telephone number, fax and email, are correct in Paragraph 103 A.2. And B.
  - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
  - d. That your organization's Federal Employer Identification (FEI) is correct on page 1.
2. Print one copy of the contract file. Scanned or electronic copies are not acceptable.
  - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed.
  - b. Ensure that Annex D is completed and signed as necessary. Annex D, Business Associate Agreement, is seven pages with Attachment L-1 and Attachment L-2. Page 7 of Annex D requires signature and date. Attachment L-1 must be completed with either the name(s) of individual(s) requiring access to DHS Protected Health Information or Not Applicable. Attachment L-2 requires the initials of the signatory in Part 1 and completion of Part 2, if applicable.
  - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract package being returned and delay your receipt of an executed contract for FY2018. A SAMPLE Annex E is attached to the contract for guidance in completing the form.
  - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2018 Budget Proposal, Annex A Part 4, if required. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. There is a provision for Claim of Exemption under Option 2 for Sub-Contractor Affidavit compliance. In lieu of the affidavit, individuals with Zero (0) Employees may submit a copy of their state issued driver's license or identification card along with a signed and complete exemption letter which may be attached to the contract in lieu of a Sub-Contractor Affidavit. The exemption letter is attached.
3. Mail one contract with original signatures and names and titles, etc. to:

Linda Lunsford  
Georgia Family Connection Partnership  
235 Peachtree Street - Suite 1600  
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

If you are not currently registered and enrolled to receive payment by direct deposit with the State send an email to [contracts@gafcp.org](mailto:contracts@gafcp.org) and the form and instructions to enroll will be sent to you.

If you need assistance, please email [contracts@gafcp.org](mailto:contracts@gafcp.org) or call Linda Lunsford at 404.527.7394.



Nathan Deal, Governor

Robyn A Crittenden, Commissioner

Georgia Department of Human Services • Office of Procurement & Contracts  
Two Peachtree Street, NW • Suite 27-257 • Atlanta, GA 30303 • 404-656-6270

May 24, 2017

Contractor Name: \_\_\_\_\_

RE: Security and Immigration Compliance – Purchase of Services \$2,499.99 or More

Dear Sir or Madam:

Effective July 1, 2013, DHS, among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at <http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160>.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed \$2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Return the Contractor Affidavit to my attention by e-mail at \_\_\_\_\_ or fax to \_\_\_\_\_. The Subcontractor and Sub-subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at [http://www.audits.ga.gov/NALGAD/section\\_3\\_affidavits.html](http://www.audits.ga.gov/NALGAD/section_3_affidavits.html). Again, do not return the Subcontractor and Sub-subcontractor Affidavits.

If you are an individual or Contractor claiming an exemption from the requirements of Title 13, Chapter 10, Article 3, please indicate below, sign, date and return this letter to my attention with a copy of your driver's license.

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Respectfully,

---

**Claim of Exemption (check only 1, if applicable)**

**\_\_\_\_ Option 1: Applies only to Attorneys, Pharmacists, Certified Public Accountants**

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 (Pharmacists) or Title 43 (Certified Public Accountants) or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

**\_\_\_\_ Option 2: Applies only to Individuals with Zero (0) Employees**

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

\_\_\_\_ Copy of Driver's License or Identification Card is Attached for Option 2 (*not needed for Option 1*).

\_\_\_\_\_  
Individual's Printed Name\_\_\_\_\_  
Individual's Signature\_\_\_\_\_  
Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms

Rev 1/2/2015-agb

STATE OF GEORGIA  
DEPARTMENT OF HUMAN SERVICES  
CONTRACT

DEPARTMENT ADMINISTRATIVE INFORMATION:

Expense X

Total Obligation: \$48,500.00

Federal: \$ \_\_\_\_\_  
State: \$48,500.00  
Match: \$ \_\_\_\_\_

DHS CONTRACT #427-93-\_\_\_\_\_

Contractor's FEI #: 58-6000901  
Contractor's FY End Date: **SEPTEMBER 30**  
Contractor's Entity Type: Local Government  
Sub-recipient: N DUNS #: N/A  
Vendor: Y

NIGP Code: 95259  
Equip. Inv. Locator #: \_\_\_\_\_  
CFDA #: \_\_\_\_\_

**SECTION I GENERAL CONTRACT PROVISIONS:**

**SECTION IA**

**PARA #101 CONTRACT BETWEEN:**

(101) 4/1/13

This Contract is made and entered into by and between the **Department of Human 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 " or "DHS";

AND

**WALKER COUNTY GEORGIA**  
101 South Duke Street  
Lafayette, GA 30728-3601

legally empowered to contract pursuant to the laws of the State of Georgia, 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.

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

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

**PARA #102 PERIOD OF CONTRACT:**

(102) 4/1/13

This Contract has an effective beginning date of the 1<sup>st</sup> day of July, 2017, and shall terminate on the 30<sup>th</sup> day of June, 2018, unless terminated earlier in accordance with the applicable terms and conditions.

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

(103) 4/6/2016

**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:

Georgia Family Connection Partnership, Inc.  
Attn: Linda Lunsford  
235 Peachtree Street, Suite 1600  
Atlanta, Georgia 30303-1422  
Telephone #: 404-527-7394  
Fax#: 404-527-7443

Georgia Department of Human Services  
Attn: Joy Walker  
Two Peachtree Street, N.W., Suite 27.214  
Atlanta, Georgia 30303-3142  
Telephone #: 404-656-4861  
Fax #: 404-463-2454

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

Walker County Georgia  
Attn: Greg McConnell, Chief Financial Officer  
P.O. Box 445  
Lafayette, GA 30728-0445  
Telephone #: (706) 638-1437  
Fax #: (706) 638-1453  
E-mail: g.mcconnell@walkerga.us

**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:

Walker County Georgia  
P.O. Box 445  
Lafayette, GA 30728-0445

**PARA #104 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:**

(104A) 04/01/13

- NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, handicap, age, creed, veterans status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- 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.
- 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 CONFIDENTIALITY:**

(105) 03/09/16

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

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

**PARA #106 CONFLICT OF INTEREST:**

(106FC) 05/01/17\*

- A. The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:
  - i. Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be and elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
  - ii. Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

**PARA #107 CONTRACT MODIFICATION/ALTERATION:**

(107) 04/01/13

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the DHS Contract Form or budget revisions which do not increase or decrease the total dollar value of this Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of this Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

**PARA #108 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:**

(108) 05/01/17

In the event of default by the Contractor, DHS shall provide written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within the period of time specified in DHS' written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the period of time specified in the written notice, then DHS may:

- A. Immediately terminate this Contract without additional written notice; and/or

- B. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor including without limitation offsetting amounts owed by DHS to the Contractor by such charges; and/or
- C. Enforce the terms and conditions of this Contract and seek any legal or equitable remedies.

**PARA #109 SEVERABILITY:**

(109) 01/06/16

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 #110 TERMINATION:**

(110) 04/01/13

- A. Due to non-availability of funds. Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. Due to default or for cause. This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. For Convenience. This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon 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 Contract, 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 loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

**PARA #111 COOPERATION IN TRANSITION OF SERVICES:**

(111) 01/01/15

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

**PARA #112 FORCE MAJEURE:**

(112) 03/10/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

**PARA #113 ACCESS TO RECORDS AND INVESTIGATION:**

(113) 04/01/13

- 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 (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime 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, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

**PARA #114 COLLECTION OF AUDIT EXCEPTIONS:**

(114) 03/19/16

The Contractor agrees that the Department may withhold net payments (voucher deduction) equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

**PARA #115 SUBCONTRACTS:**

(117A) 04/11/16

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution. The Contractor/Board specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor/Board will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor/Board 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.

**PARA #116 PUBLICITY:**

(116) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be



received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Legislative Affairs and 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.

**PARA #117 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:**

(117) 03/09/16

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase 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. 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/or the Department shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material retain a portion or all ownership interest in the work. Any such authority regarding ownership shall be in writing and signed by both parties.
- C. Publications: All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.
- D. In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

**PARA #118 CONSULTANT/STUDY CONTRACT:**

(118) 03/10/16

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

**PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:**

(119) 03/10/16

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

**PARA #120 DRUG-FREE WORKPLACE:**

(120) 01/01/15

- 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 Annotated Section 50-24-3 as applicable to entities or 50-24-4 as applicable to individuals.

**PARA #121 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:**

(121C) 03/10/16

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

**PARA #122 CRIMINAL HISTORY INVESTIGATIONS:**

(122A) 04/01/13

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
1. Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
  2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #123 AIDS POLICY:**

(123) 03/10/16

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

**PARA #124 INDEMNIFICATION:**

(124) 04/01/13

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs or expenses and 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, due to the application or violation of any pertinent federal, state or local law, rule or regulation, 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 DOAS (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 #125 PROPERTY MANAGEMENT REQUIREMENTS:**

(125A) 11/12/15

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract and all previous contracts is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services (OFSS), Asset Management Unit.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property. Once the 5111 form is completed by the appropriate DHS division/office, it will be forwarded to the DHS Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services  
Attn: D. Frank Billard  
2 Peachtree Street NW, 29<sup>th</sup> Floor  
Atlanta, Georgia 3303-3142  
[ofssassetmanagementunit@dhs.ga.gov](mailto:ofssassetmanagementunit@dhs.ga.gov)

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

- D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
  - 1. Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.
  - 2. Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

**PARA #126 INDEPENDENT CONTRACTOR RELATIONSHIP:**

(126) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

**PARA #127 FUNDING:**

(127) 01/06/16

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

**SECTION II SPECIAL TERMS AND CONDITIONS:**

**SECTION IIA**

**PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:**

(201) 3/17/03

**WITNESSETH:**

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

**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 proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A.**
2. To deliver services at sites as described in **Annex A.**
3. To provide Family Connection activities for and services to children and their families in order to:

☒

Improve family functioning, including family stability and reduce incidence of child abuse.

☐

Improve family economic capacity, including job training and employment, housing, and community economic development.

☐

Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.

☐

Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.

☒

Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on Annexes B and C.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.
2. Provide state level administrative and specialized assistance support for Family Connection implementation.
3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
4. Ensure facilitators are available to assist Family Connection collaboratives.

**SECTION III:**

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

(301C) 3/1/92

The total approved budget for this Contract is \$48,500.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$48,500.00.

**PARA #302 CONTRACT BUDGET ANNEX:**

(302) 2/10/16

- A. The budget attached to this Contract as Annex B, Part 1 is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this Contract activity shall be expended in compliance with the reference indicated below by the (X):

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

**PARA #303 BUDGET LIMITATION:**

(303B) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

**PARA #304 PROGRAMMATIC REPORT:**

(302) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as Annex C, Part 1. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as Annex B, Part 2.

**PARA #305 EXPENDITURE REPORT SUBMISSION:**

(305A) 3/10/16

The Contractor agrees to submit a quarterly expenditure report no later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than 45 days following this Contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this Contract as Annex B, Part 1.

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

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

(401A) 04/06/16

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 D, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.
- B. Compliance with Security Management Process: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 74; as used in this Contract, the word Contractor is synonymous with the word Subgrantee as used in this Code of Federal Regulations.
- D. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. Compliance with Federal and State Immigration Laws: Contractor agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

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

- F. Advance federal agency approval of cost: It is agreed that if federal funds are expended, it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principles for determining allowable costs for this Contract are, 2 CFR Part 200, Subpart F OMB circular A-87 for contracts with state and local governments.
- H. Fair Labor Standards Act of 1938, as amended.
- I. Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908

of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

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

(402C) 09/01/12

Contractor agrees to provide within 180 days after the close of the Contractor's fiscal year, one (1) copy of the audit or annual report required of local governments by Section 36-81-7 of the Official Code of Georgia Annotated and one (1) copy of the additional reports, statements, schedules and forms outlined in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions, to the:

Director, Internal Audits  
DHS Office of Inspector General  
Room #30.450  
Two Peachtree Street, N.W.  
Atlanta, Georgia 30303-3142  
Or email to [Audits@dhs.ga.gov](mailto:Audits@dhs.ga.gov)

Contractor understands that failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments or to terminate this Contract.

**PARA #403 CRITICAL INCIDENT REPORTING "CIR":**

(403) 4/1/13

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

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

**PARA #404 ENTIRE UNDERSTANDING:**

(404)3/05/08

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

**SECTION V:**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 03/10/16

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

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2018
Annex A - Part 4	FY 2018 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2018
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2018 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting



**SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES**

**AND**

**Walker County Georgia**

**CONTRACTS WITH COUNTIES**

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

I, the undersigned Commissioner of Walker County, certify that this contract is entered in Book No. \_\_\_\_, Page No. \_\_\_\_, of the official minutes of the Commission of Walker County.

**CONTRACTOR EXECUTION:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
\*Typed name of individual signing

Chairman, Commission of  
Walker County

DATE: \_\_\_\_\_

\_\_\_\_\_  
Attestor's signature

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

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

\*Must be Chairman or sole Commissioner.

\*\*Must be Clerk of Commission.

**DEPARTMENTAL EXECUTION:**

**Department of Human Services**

\_\_\_\_\_  
**Robyn A. Crittenden**  
**Commissioner**

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

**Family Connection  
CONTRACT COVER PAGE**

**FY 2018 Annual Plan**  
(July 01, 2017 - June 30, 2018)

**County:** Walker

**Region:** Region 1

**Name of Collaborative:** Walker County Family Connection

<b>Coordinator or Contact Person:</b>	<b>Collaborative Chairperson:</b>
Name: Susan Wells	Name: Dodd Worley
Title: Coordinator	Title: Director
Mailing Address: 925 Osburn Road	Mailing Address: Connections NWGA PO Box 43
City: Chickamauga 9 digit zip: 30707-2847	City: Lafayette 9 digit zip: 30728-0043
Street Address (if different): 925 Osburn Road	Street Address (if different): 1 Alpine Drive
City: Chickamauga 9 digit zip: 30707-2847	City: Lafayette 9 digit zip: 30728-2602
Phone: (423) 802-8991	Phone: (423) 718-7075
Fax:	Fax:
Email: susanwells@walkerschools.org	Email: connectionsnwga@gmail.com

Walker County Georgia

Legal Name of Fiscal Agent Entity

58-6000901

Federal Identification Number of Fiscal Agent  
(Required)

September 30

Fiscal Agent's Fiscal Year End  
Month & Day

\$48500

Fiscal Agent Information	County: Walker
<p>The Walker County Georgia agrees to serve as the fiscal agent for Walker County Family Connection for the period of July 01, 2017 - June 30, 2018.</p>	
<p>The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.</p>	
<p>Reports are to be submitted to:</p>	<p>Contract Manager Family Connection Partnership 235 Peachtree Street, Suite 1600 Atlanta, GA 30303-1422</p>
<p><b>THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.</b></p>	<p><b>Fiscal Agent Information</b></p>
	<p>Fiscal Agent's Fiscal Year End: Month: <u>September</u> Day: <u>30</u></p> <p>Fiscal Agent's FEI#: 58-6000901</p> <p>Legal Name of Fiscal Agent Entity: <u>Walker County Georgia</u></p> <p>Street Address (cannot be a P.O. Box): <u>101 South Duke Street.</u></p> <p>City, State, 9 digit zip code: <u>Lafayette, GA, 30728-3601</u></p> <p>Telephone: (706) 638-1437 Fax: (706) 638-1453</p> <p>Fiscal Agent Contact Person: Name: <u>Greg McConnell</u> Title: <u>Chief Financial Officer</u></p> <p>Telephone: (706) 638-1437 Fax: (706) 638-1453 Email: <u>g.mcconnell@walkerga.us</u></p> <p>Mailing Address if different from street address: <u>P.O. Box 445,</u> <u>Lafayette, GA, 30728-0445</u></p>
<p>Person authorized to sign for Fiscal Agent: Name: <u>Shannon Whitfield</u> Title: <u>Commissioner</u></p>	
<p>Contract will be emailed to: Name: <u>Greg McConnell</u> Email: <u>g.mcconnell@walkerga.us</u></p>	

## Family Connection PLAN SUMMARY for FY 2018

County: Walker

### I. Core Collaborative Functions

The Walker County Family Connection collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

<b>II. Results for Children and Families</b>
<b>Goal:</b> Improved conditions for children and families in Walker County
<b>Outcome:</b> Improved School Success
<b>Indicator</b>
Children absent more than 15 days from school [CS1]
Students who graduate from high school on time [CS5]
3rd grade students achieving Proficient Learner or above on Milestones ELA assessment [CS8b]
<b>Strategy:</b> Walker County Family Connection will engage partners to strengthen the collaborative and its services and programs in order to improve school success and on time high school graduation.
<b>Outcome:</b> Decreased child abuse and neglect
<b>Indicator</b>
Children with a substantiated incident of child abuse and/or neglect (per 1,000) [SF3]
Children with a substantiated incident of child abuse (per 1,000) [SF3a]
Children with a substantiated incident of child neglect (per 1,000) [SF3b]
<b>Strategy:</b> Walker County Family Connection will work with partners to offer a variety of economic, educational and quality health care support services to strengthen families and reduce child maltreatment.

## Budget ProposalFY18

County: Walker

Expense Type	GaFC State Funds Budget	Description of Expenses		
Personal Services	\$0	Position Title		Cost
Regular Operating	\$2640	List of expenses		Total Cost
		Meeting expenses including printing and office supplies		\$2,640.00
Travel	\$0	List of expenses		Total Cost
				\$0.00
Equipment	\$0	Equipment		Cost
Per Diem, Fees & Contracts	\$45060	Legal Name of Contractor	Description of Services/Deliverables	Cost
		Susan Wells	Planning and coordination of services for the Collaborative, including expenses	\$42,060.00
		Arleen Wyatt	Evaluation plan, data management and results report	\$3,000.00
Tele-communications	\$800	List of expenses		Total Cost
		Cell phone expenses		\$800.00
Other	\$0	List of expenses		Total Cost
				\$0.00
TOTAL	\$48500			

## Quarterly Expenditure Report FY18

County: Walker	Contract #:
Fiscal Agent: Walker County Georgia	Quarter #:

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

Mail to: Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$				
Regular Operating	\$ 2,640				
Travel (staff)	\$				
Equipment	\$				
Per Diem, Fees & Contracts	\$ 45,060				
Telecom-munications	\$ 800				
Other:	\$				
<b>TOTAL</b>	<b>\$48,500</b>				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

\_\_\_\_\_  
Fiscal Agent Signature

\_\_\_\_\_  
Collaborative Chairperson Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

**For Office Use Only:**

Date Received at Georgia Family Connection Partnership \_\_\_\_\_

Initials \_\_\_\_\_

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

## Quarterly Subcontractor Report FY18

County: Walker	Contract #:
Fiscal Agent: Walker County Georgia	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Mail to:

Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors (Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

\_\_\_\_\_  
Fiscal Agent Signature

\_\_\_\_\_  
Print Name

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

For Office Use Only:

Date Received at

Georgia Family Connection Partnership \_\_\_\_\_ Initials \_\_\_\_\_

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

**Quarterly Narrative Report FY18**

<b>County: Walker</b>	<b>Contract #:</b>
<b>Fiscal Agent: Walker County Georgia</b>	<b>Quarter #:</b>
	<b>Date:</b>

<b>Strategy Implementation</b>
<b>Strategy 1</b>
<b>Strategy 2</b>
<b>Strategy 3</b>
<b>Strategy 4</b>
<b>Strategy 5</b>

\_\_\_\_\_  
Collaborative Chairperson Signature\_\_\_\_\_  
Collaborative Coordinator Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Print Name

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

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

**For Office Use Only:**

Date Received at Georgia Family Connection Partnership \_\_\_\_\_ Initials \_\_\_\_\_

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.



**Family Connection  
Status Report  
FY 2018 Plan of Action (if Required)**

County: Walker	Contract #:
Fiscal Agent: Walker County Georgia	Quarter #:
	Date:

This is to verify that the development of the FY 2018 Plan of Action for the above referenced county has been completed as required.

\_\_\_\_\_  
Signature, Community Support Team Leader

\_\_\_\_\_  
Date

Attach this Status Report to the Quarterly Report.

**For Office Use Only:**

Date Received at Family Connection Partnership \_\_\_\_\_ Initials \_\_\_\_\_

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Walker County Georgia** (hereinafter referred to as "Contractor") as an annex to **Contract No.** \_\_\_\_\_ between DHS and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

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

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

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

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
  - A. Use PHI for internal quality control and auditing purposes.
  - B. Use or disclose PHI as Required by Law.
  - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Attachments [BAA Exhibit Listing] -1 and [BAA Exhibit Listing]-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment [BAA Exhibit Listing] -1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment [BAA Exhibit Listing] -1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment [BAA Exhibit Listing] -2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Attachment [BAA Exhibit Listing] -2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Attachment [BAA Exhibit Listing] -2. Any failure to report a change within the 24 hour time period will be considered a security

incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:
  - A. At DHS:  
Harold Johnson  
HIPAA Privacy Officer, Office of General Counsel  
[Harold.Johnson@dhs.ga.gov](mailto:Harold.Johnson@dhs.ga.gov)  
404-651-6602  
  
Randy Coleburn  
DHS Chief Information Security Officer  
[Randy.Coleburn@dhs.ga.gov](mailto:Randy.Coleburn@dhs.ga.gov)  
404-651-9876
  - B. At Contractor: Greg McConnell, Chief Financial Officer  
Walker County Georgia  
[g.mcconnell@walkerga.us](mailto:g.mcconnell@walkerga.us)  
(706) 638-1437
8. Contractor agrees that it will:
  - A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
  - B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
  - C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
  - D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on [BAA Exhibit Listing] -1 and [BAA Exhibit Listing] -2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
  - E. Upon DHS's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.

- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
  - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
  - ii. the inadvertent disclosure of PHI from a person designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
  - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
  - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
  - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
  - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
  - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
  - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

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

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS.
  - K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
  - L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
  - M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by the DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.
- In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.
- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
  - O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
  - P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or

the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the DHS upon request.
  - R. In addition to any indemnification provisions in the Contract, indemnify the DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
  - S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.
9. DHS agrees that it will:
- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
  - B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
  - C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
  - D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.
10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.
- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
    - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;

- ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

**B. Effect of Termination.**

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

- 11. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 12. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

*(Signatures on next page)*

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

**Walker County Georgia**

BY: \_\_\_\_\_  
SIGNATURE DATE  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
TITLE\*

---

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



## ATTACHMENT L-1

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

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

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

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

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

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

## ATTACHMENT L-2

### Part 1:

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

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

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

### Part 2:

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

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

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

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

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

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

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

## SECURITY AND IMMIGRATION COMPLIANCE

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

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

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

\_\_\_\_\_  
 Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

\_\_\_\_\_  
 Name of Contractor (Legal Name of Contractor, not an abbreviated version)

\_\_\_\_\_  
 Name of Project (or Service Provided, such as "DFCS Client Services")

#### **Department of Human Services**

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
 Signature of Authorized Officer or Agent

\_\_\_\_\_  
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
 ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires:  
 \_\_\_\_\_

Clarified Version 1/5/2015-agb

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 201\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 201 \_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Nathan Deal**  
Governor



**Robyn A. Crittenden**  
Commissioner

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

**Department of Human Services**  
**Notice Concerning Critical Incident Reporting**

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

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

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

Fax: 404-463-5496

Email: [inspectorgeneralhotline@dhs.ga.gov](mailto:inspectorgeneralhotline@dhs.ga.gov)

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

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