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**Board of Commissioners  
Agenda Item Transmittal Form  
Procurement/Contract Transmittal Form**

**Type of contract:** 1 year  Multi-year  Single Event  **Contract #:**  
**BOC Approval Date:**

<input type="checkbox"/> <b>Submission Information</b> <b>Dept Contact Name:</b> Mary Lou Snow <b>Department:</b> Government Affairs  <b>Project Title:</b> DBHDD - Staffing for Diversion Center <b>Contract Amount:</b> Year 1 \$58,949 Year 2 \$241,051 <b>Expenditure:</b> 250-1300-531711-01 <b>Revenue:</b> 250-1300-334111-01  <b>Contract Type:</b> Goods ( ) Services ( ) Grants (X) <b>Contract Action:</b> New ( ) Renewal (X) Change Order ( ) <b>Original Contract Number:</b> 2021-187	<input type="checkbox"/> <b>Vendor Information</b> <b>Vendor Name:</b> Georgia Department of Behavioral Health and Developmental Disabilities Division of Behavioral Health Office of Addictive Diseases Coordinator of Addictive Diseases Initiatives <b>Address:</b> 2 Peachtree Street NW. 24th Floor ATLANTA, GA 30303 <b>Email:</b> <a href="mailto:vonshurii.wrighten@dbhdd.ga.gov">vonshurii.wrighten@dbhdd.ga.gov</a> <a href="mailto:timothy.griffin@dbhdd.ga.gov">timothy.griffin@dbhdd.ga.gov</a> <b>Phone #:</b> 404-416-5225 <b>Contact:</b> Vonshurii S. Wrighten <b>Term of contract:</b> 9/29/2022 to 8/31/2023
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<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>[Signature]</i> Date: 1/11/2023	<b>Procurement Manager Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>[Signature]</i> Date: 12/19/22
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**Detailed Summary of Contract:**  
Renewal of Stepping UP, Georgia Department of Behavioral Health and Developmental Disabilities grant.  
\$58,949 - Year 1  
\$241,051 - Year 2

**Review/Approve/Initial & Date:**  
SPLOST \_\_\_\_\_ TECH SERVICES \_\_\_\_\_  
GRANTS *awf* 12/15/22

**Department Head/Elected Official Signature:** *[Signature]* **Date:** 12/15/22

*2023-21*

**STATE OF GEORGIA  
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES  
CONTRACT AMENDMENT**

The Department of Behavioral Health and Developmental Disabilities contract identified below is amended as indicated within this contract amendment. The effective date of this amendment is September 29, 2022. All other provisions of the contract remain unchanged.

**DEPARTMENTAL ADMINISTRATIVE INFORMATION**

Expense: X

Total Obligation: \$ 0.00

Federal: \$ 0.00

State: \$ 0.00

Match: \$ 0.00

DBHDD CONTRACT #: 44100-906-0000172048

DBHDD REQUISITION #: N/A

Contractor's FEI #: 56-6000882

Contractor's FY End Date: 12-31

Contractor's Entity Type: Public

NIGP Code: 95262

CFDA #: 93.959

**SECTION I GENERAL CONTRACT PROVISIONS**

SECTION I A

**PARA #101 CONTRACT BETWEEN:**

(101) 05/02/2016

This contract is made and entered into by and between the **Department of Behavioral Health and Developmental Disabilities**, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 37-1-20, and hereinafter referred to as DBHDD or the DEPARTMENT;

AND

**ROCKDALE COUNTY**  
958 Milstead Ave  
Conyers, GA 30012

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of the Contractor, without the express written permission of DBHDD executed by a principal of DBHDD authorized to execute contracts for DBHDD.

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

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

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

**DBHDD CONTRACT PARA# 102, Section I**

**AS READS**

**PARA #102 PERIOD OF CONTRACT:**

(102C) 05/01/2019

- A. This contract has an effective beginning date of the 1st day of November 2021, and shall terminate on the 29th day of September 2022, unless terminated earlier under other provisions of this contract.
- B. Department reserves the right; at its sole option and in its sole discretion; to extend the term of this contract if; by the termination date; the Contractor has not yet billed for all funds allocated to this Contract. If the Department so extends the term of this contract; and if the Department and Contractor enter into another contract for the same kind of services which commences prior to the amended termination date of this Contract; then the Contractor shall continue to bill for services delivered pursuant to this Contract until (i) the funds allocated to this Contract have been exhausted; or (ii) this Contract terminates; whichever comes first. Except as expressly stated in this subparagraph (B); the Department's exercise of its option to extend the term of this Contract shall not be construed as in any way amending any terms of this Contract (other than the termination date); including but not limited to the payment provisions of Section III of this Contract

**IS AMENDED TO READ**

**PARA #102 PERIOD OF CONTRACT:**

(102C) 05/01/2019

- A. This contract has an effective beginning date of the 1st day of November, 2021, and shall terminate on the 14th day of March, 2023, unless terminated earlier under other provisions of this contract.
- B. Department reserves the right; at its sole option and in its sole discretion; to extend the term of this contract if; by the termination date; the Contractor has not yet billed for all funds allocated to this Contract. If the Department so extends the term of this contract; and if the Department and Contractor enter into another contract for the same kind of services which commences prior to the amended termination date of this Contract; then the Contractor shall continue to bill for services delivered pursuant to this Contract until (i) the funds allocated to this Contract have been exhausted; or (ii) this Contract terminates; whichever comes first. Except as expressly stated in this subparagraph (B); the Department's exercise of its option to extend the term of this Contract shall not be construed as in any way amending any terms of this Contract (other than the termination date); including but not limited to the payment provisions of Section III of this Contract.

**DBHDD CONTRACT PARA #107, Section I**

**AS READS**

**PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:**

(104A) 04/19/2021

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations (including but not limited to 28 C.F.R. Part 36) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

**IS AMENDED TO READ**

**PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:**

(104A) 6/22/2022

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations (including but not limited to 28 C.F.R. Part 36); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

**DBHDD CONTRACT PARA #114, Section I**

**AS READS**

**PARA #114 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:**

(154) 05/02/2016

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

**IS AMENDED TO READ**

**PARA #114 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE:**

(154) 6/23/2022

Contractor shall comply with DBHDD policy Disaster Preparedness, Response, and Disaster Recovery Requirements for Community Providers, 04-102.

**DBHDD CONTRACT PARA #122, Section I**

**AS READS**

**PARA #122 CONSULTANT/STUDY CONTRACT:**

(118) 05/01/2019

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Behavioral Health and Developmental Disabilities, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the Individuals/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Behavioral Health and Developmental Disabilities Policy 25-101, Research, Protection of Human Subjects, and Institutional Review Board (IRB) and Policy 25-102, Submission, Approval, and Oversight of Research Projects using DBHDD Data Sets.
- 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.

**IS AMENDED TO READ**

**PARA #122 CONSULTANT/STUDY CONTRACT:**

(118) 6/23/2022

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Behavioral Health and Developmental Disabilities and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the Individuals/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Behavioral Health and Developmental Disabilities Policy 25-101, Research, Protection of Human Subjects, and Institutional Review Board (IRB) and Policy 25-102, Submission, Approval, and Oversight of Research Projects using DBHDD Datasets.
- 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.

**DBHDD CONTRACT PARA #124, Section I**

**AS READS**

**PARA #124 DRUGFREE WORKPLACE:**

(120) 05/01/2015

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

**IS AMENDED TO READ**

**PARA #124 DRUG-FREE WORKPLACE:**

(120) 6/23/2022

- A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102 et seq.) and that:
  1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
  2. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
  1. The Contractor has made false certification hereinabove; or
  2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

**DBHDD CONTRACT PARA #128, Section I**

**AS READS**

**PARA #128 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR AND SUBCONTRACTOR:** (153) 04/29/2020

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

**IS AMENDED TO READ**

**PARA #128 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTORS AND SUBCONTRACTORS:** (153) 06/23/2022

Contractor shall comply, and shall ensure that all of Contractor's subcontractors comply, with DBHDD policy Criminal History Record Check for DBHDD Network Provider Applicants, 04-104.

**DBHDD CONTRACT PARA #134, Section I**

**AS READS**

**PARA #134 NOTICE OF LEGAL ACTION:**

(152) 04/29/2020

The Contractor agrees to provide written notice to DBHDD, at the address listed in Paragraph #103 of this Contract, of any legal action or adverse notice listed below, within ten (10) calendar days following the date the Contractor initiates or receives such notice. The notice to DBHDD shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by the Contractor, and any actions, including but not limited to the following would necessitate a notice:

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

**IS AMENDED TO READ**

**PARA #134 NOTICE OF LEGAL ACTION:**

(152) 6/23/2022

The Contractor agrees to provide written notice to DBHDD, at the address listed in Paragraph #103 of this Contract, of any legal action or adverse notice listed below, within ten (10) calendar days following the date the Contractor initiates or receives such notice. The notice to DBHDD shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by the Contractor, and any actions, including but not limited to the following would necessitate a notice:

- A. Any action, proposed action, suit or counterclaim filed by or filed against Contractor, relating in any way to this Contract or to services delivered pursuant to this Contract;
- B. Any administrative or regulatory action or proposed action regarding its business or operations;
- C. Any denial of or withdrawal of Contractor status from Medicaid or Medicare or any payback required by Medicaid;



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

**DBHDD CONTRACT PARA #135, Section I**

**AS READS**

**PARA #135 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:**

(403) 04/19/2021

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

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

**IS AMENDED TO READ**

**PARA #135 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES:**

(403) 6/23/2022

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

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

**DBHDD CONTRACT PARA #136, Section I**

**AS READS**

**PARA #136 INSURANCE:**

(125) 05/01/2019

The following requirements shall be adhered to by Contractor throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish DBHDD an insurance certificate of the coverage required in this section listing DBHDD as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions and endorsements); and, an acknowledgment that notice of cancellation is required to be given to DBHDD. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

- B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00.
- E. If Contractor is a natural person (i.e. not a corporation or other entity), Contractor must maintain Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage which must provide liability limits of \$1,000,000.00 per occurrence.

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

**IS AMENDED TO READ**

**PARA #136 INSURANCE:**

(125) 6/23/2022

The following requirements shall be adhered to by Contractor throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish DBHDD an insurance certificate of the coverage required in this section listing DBHDD as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions and endorsements); and, an acknowledgment that notice of cancellation is required to be given to DBHDD. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.00.
- E. Contractor must maintain or must ensure that each licensed professional employed or contracted by Contractor maintains, Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. Each such policy must provide liability limits of \$1,000,000.00 per occurrence for each licensed professional ensured by the policy. For each such policy, Contractor must submit to DBHDD certificates complying with the requirements of this paragraph.

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



**DBHDD CONTRACT PARA #501, Section V**

**AS READS**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 04/29/2020

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

Annex A	Certification Regarding Lobbying
Annex B	Debarment Certification
Annex C	Contractor Proposal
Annex D	COVID Supplemental Grant Funds Requirements
Annex E	Contract Budget and Cumulative Expenditure Report
Annex F	Programmatic Report
Annex G	HIPAA Business Associate Agreement
Annex H	Georgia Security and Immigration Compliance Act Affidavit
Annex I	Contractor Verification Form

**IS AMENDED TO READ**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 04/29/2020

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

Annex A	Certification Regarding Lobbying
Annex B	Debarment Certification
Annex C	Contractor Proposal
Annex D	COVID Supplemental Grant Funds Requirements
Annex E	Contract Budget and Cumulative Expenditure Report
Annex F	Programmatic Report
Annex G	HIPAA Business Associate Agreement
Annex H	Georgia Security and Immigration Compliance Act Affidavit
Annex H-1	Georgia Security and Immigration Compliance Act Affidavit
Annex I	Contractor Verification Form

DBHDD Contract is amended to **ADD Annex H-1** entitled **Georgia Security and Immigration Compliance Act Affidavit** dated **September 28, 2022**, and by reference the Annex is made a part of this contract.

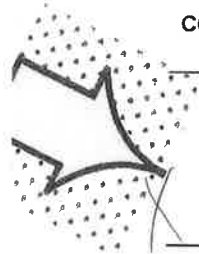
**SIGNATURES TO CONTRACT BETWEEN**  
**THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES**  
**AND**  
**ROCKDALE COUNTY**

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

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

**CONTRACTOR EXECUTION:**

**DEPARTMENTAL EXECUTION:**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
For the Commissioner of the  
Department of Behavioral Health and Developmental Disabilities

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

\_\_\_\_\_  
Commissioner or Authorized Designee

Osborn Nesbitt, Sr., Chairman

Rockdale County Board of Commissioners

\*Typed name of individual signing Chairman,

Commission of Rockdale County

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

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

\_\_\_\_\_  
Attestor's Signature

Jennifer Rutledge

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

County Clerk, Rockdale County Board of Commissioners

\*\*Title of Attestor

\*Must be Chairman or sole Commissioner

\*\*Must be Clerk of Commission

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name: ROCKDALE COUNTY

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 Georgia Department of Behavioral Health and Developmental Disabilities 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:

381341

Federal Work Authorization User Identification Number

7/11/2001

Date of Authorization

Rockdale County

Name of Contractor

Rockdale County

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in Conyers (city), GA (state).

Signature of Authorized Officer or Agent

Osborn Nesbitt, Sr., Chairman

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC

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

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

\*\*See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your EEV/E-Verify Identification Number.

# DBHDD Project Budget

Revised Project Budget for 11/1/2021 to 9/29/2022

Year One - Planning - Strong partnerships and collaborative efforts, advancing health equity, creating interlocks and collaborative practices and developing consortium of nonprofits will help build trust leadership coalition for collaborative decision-making.

DBHDD Expense Category	Project Line Item	Description	Amount
Personnel	Administrative Manager - Salary & Fringe	34% of Administrative Manager (TIME) salary of \$44,055 and 18,944 fringe at 43% used to provide administrative oversite	\$ 21,518.00
Regular Operating	Crisis Response System - Development Yr. 1	TechCare Go Crisis Response is a mobile software solution designed to support co-responder team, promote collaboration between county and community resources by connection individuals in need with available resources (NaphCare contract)	\$ 30,000.00
Supplies	Office Supplies	Office supplies for outreach messaging, printing, paper, ad costs, basic office supplies and other items considered appropriate.	\$ 2,065.00
Regular Operating	Training	Cost to provide training that includes but is not limited to mode of transport, lodging, meals, parking, mileage and/or registration and/or conference cost.	\$ 1,000.00
Total Direct Cost			\$ 54,583.00
Indirect Cost	Indirect Fee	8% indirect cost that is applied to county operations and activities performed on behalf of this grant.	\$ 4,366.00
Total Project Cost			\$ 58,949.00

# DBHDD Project Budget

Revised Project Budget for 10/1/2022 to 9/29/2023

Year Two - Planning - Strong partnerships and collaborative efforts, advancing health equity, creating interlocks and collaborative practices and developing consortium of nonprofits will help build trust leadership coalition for collaborative decision-making.

DBHDD Expense Category	Project Line Item	Description	Amount
Personnel	Administrative Manager - Salary	100% of Administrative Manager (TIME) salary of \$44,055 to provide administrative oversight.	\$ 44,055.00
Personnel	Administrative Manager - Fringe	Fringe at 43%	\$ 18,944.00
Regular Operating	Training/Travel	Cost to provide training that includes but is not limited to mode of transport, lodging, meals, parking, mileage and/or registration and/or	\$ 15,000.00
Regular Operating	Crisis Response System - Development Yr. 1	TechCare Go Crisis Response is a mobile software solution designed to support co-responder team, promote collaboration between county and community resources by connection individuals in	\$ 35,000.00
Regular Operating	Coordify Care Coordination Implementation Yr. 2	TechCare Go Crisis Response is a mobile software solution designed to support co-responder team, promote collaboration between county and community resources by connection individuals in	\$ 49,048.00
Supplies	Office Supplies	Office supplies for outreach messaging, printing, paper, ad costs, basic office supplies and other	\$ 16,520.00
Per Diem/Fees/Contract	Consultants	Consultants to be used to engage the strategic planning process and DBHDD approved	\$ 43,200.00
Administrative Overhead/Indirect	Indirect Fee/Deminimus	8% indirect cost that is applied to county operations and activities performed on behalf of this grant.	\$ 19,284.00
Total Direct Cost	Total	Total	\$ 241,051.00