



STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, through its Division of Child Support Services (DCSS) hereinafter the "Department" or "DHS")

Contractor's Name: Cobb County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 100 Cherokee Street, NE, Suite #300 Marietta, GA US 30090-0115
Contractor's FEI #: 58-6000804	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: Public	

Department Administrative Information

DHS Contract #: 42700 – 401 – 0000111511	Sub-Recipient DUNS: VLEDVCLL5VV8
DHS (State) Financials Vendor ID #: 14581	CFDA # (s): 93.563
NIGP Code(s): 96149 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source
Equip. Inv. Locator #: N/A	Total Options to Renew:
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: The purpose of this contract is to provide legal services related to the establishment and enforcement of child support orders.	

Expense Revenue

Total Obligation: \$1,004,056.00 Federal: \$662,676.96 State: \$267,636.83 Match: \$73,742.21 Other: \$0.00

Contract Term:

Initial Contract Start Date: 07-01-2023

Contract Expiration Date: 06-30-2024

Contract Fiscal Year: FY 2024

Authorized Person(s) to Receive Contract Notices for DHS

Department of Human Services
Division of Child Support Services
Attn: Adrienne C. Watts
2910 Miller Road, Suite 200
Decatur, GA 30035
470-540-1802
adrienne.watts2@dhs.ga.gov

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

Cobb County Board of Commissioners
Attn: Deena Fincher
10 East Park Square, Suite 402
Marietta, GA 30090
770-528-3080
deena.fincher@cobbcounty.org

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

Cobb County Board of Commissioners
Attn: Cobb County Commissioner Board
100 Cherokee Street NE, Suite 300
Marietta, GA 30090-0115





SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

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

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

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

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

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

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

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

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

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

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

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

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

PARA #103 EXTENSION:

(104) 03/07/18

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

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(105B) 06/27/18

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





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

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR: (106A) 03/07/18

- A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. NONDISCRIMINATION IN SERVICE PRACTICES: The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS: The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY: (107B) 08/12/22

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. To the extent that such agreement does not violate the Contractor's obligation to produce records in accordance with all applicable provisions of the Open Records Act (ORA), the Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required and if in lawful accordance with the ORA, may result in termination of the Contract.

PARA #107 INSPECTION OF WORK PERFORMED: (108) 03/10/16

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

PARA #108 USE OF STATE VEHICLES: (110B) 03/07/18

Contractor may use State vehicles in the performance of this Contract; provided that, Contractor may not seek or obtain reimbursement from the Department for mileage when State vehicles are employed.

PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP: (111) 01/06/16





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

PARA #110 CONFLICT OF INTEREST:

(112A) 03/07/18

The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(113A) 03/07/18

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

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(114) 03/07/18

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

PARA #113 TERMINATION:

(115) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.





- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
 - (3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

PARA #114 COOPERATION IN TRANSITION OF SERVICES:

(116) 01/01/15

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

PARA #115 FORCE MAJEURE:

(117) 01/06/16

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

PARA #116 ACCESS TO RECORDS AND INVESTIGATION:

(118) 04/01/13

A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.





- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #117 COLLECTION OF AUDIT EXCEPTIONS:

(119A) 03/07/18

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

PARA #118 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(120A) 03/10/22

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

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(121) 03/07/18

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

PARA #120 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18





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

PARA #121 PUBLICITY:

(125) 01/01/15

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

PARA #122 DRUG-FREE WORKPLACE:

(127) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: “As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3”.
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #123 PARTIES BOUND:

(128) 03/07/18

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

PARA #124 COOPERATION WITH OTHER CONTRACTORS:

(129) 03/07/18

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





PARA #125 CONTRACTOR ACCOUNTING REQUIREMENTS:

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

PARA #126 TIME OF THE ESSENCE:

(131) 05/07/18

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

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

PARA #127 SEVERABILITY:

(133) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #128 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (134B) 03/07/08

- A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:
 - (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as an Annex.
 - (3) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
 - (4) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- B. Contractor further agrees that in accordance with the Federal appropriations act:
 - (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet,





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

- (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

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

D. Penalties:

- (1) Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
- (3) The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

PARA #129 CRIMINAL HISTORY INVESTIGATIONS:

(135A) 03/07/18

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.aps.gemalto.com/ga/index.htm 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.aps.gemalto.com/ga/index.htm 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 childcare 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 #130 AIDS POLICY:

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #131 DEBARMENT:

(137) 03/07/18

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

PARA #132 ASSIGNMENT AND MERGER:

(139) 03/07/18

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

PARA #133 FUNDING:

(140) 01/06/16

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

SECTION II TERMS AND CONDITIONS

SECTION II

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201A) 03/07/18

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





PARA #202 PROPERTY MANAGEMENT REQUIREMENTS:

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 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 DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services
Attn: Gwann Perryman
47 Trinity Avenue, SW
Atlanta, Georgia 30334
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.

SECTION III CONTRACT PAYMENT PROVISIONS

SECTION III

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





PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

The total approved budget for this Contract is **\$1,004,056.00**, and payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:

- A. July 1 through September 30 -- Reimbursement for this period will not exceed **\$251,014.00**. Any excess funds can be used for expenses through the remainder of the contract period.
- B. October 1 through June 30 -- Reimbursement for this period will not exceed **\$753,042.00**, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total contract reimbursement for expenses shall not exceed **\$930,313.79**.

PARA #302 USE OF CERTIFIED COST/IN-KIND MATCH:

(302C) 02/19/20*

- A. The Contractor agrees to furnish certified cost/cash contribution or in-kind match of **\$73,742.21** which represents **34%** of the Federal and budgeted local match funds of **\$216,888.88**. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly at not less than the above-stated percentage of the total contract expenditures claimed for reimbursement. Reimbursement by DHS of Federal, State, and other funds will be prorated in direct percentage proportion to the certified cost/cash contribution and/or in-kind match values established in the Contractor accounting records and reported to the Department on the required expenditure report. Verifiable accounting records which adequately identify certified cost/CPE to this specific Contract/Federal program must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate Federal cost principles.

PARA #303 CONTRACT BUDGET ANNEX:

(303A) 03/07/18

- A. The budget attached to this Contract in the Annex titled Payment Provisions 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 type="checkbox"/> Additional Cost Alternative
<input checked="" type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

PARA #304 BUDGET LIMITATION:

(304A) 03/10/16

The line items within the budget or total contract dollars may not be exceeded. Exceeding a line item will be a basis for audit disallowance.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(305A) 03/07/18

The Contractor agrees to submit a monthly expenditure report not later than the 30th calendar day following the end of each month. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract in the Annex titled Payment Provisions.

PARA #306 PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS:

(308A) 04/01/13

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

The Contractor agrees to submit a monthly programmatic/performance statistical report not later than the 30th calendar day after the end of each month. The report form to be used is attached to this Contract in the Annex titled Reporting Requirements.

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

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

(401) 03/10/22





Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits regardless of whether such Contractor, staff, agents, or subcontractors are deemed state officers or employees under the Georgia Tort Claims Act or otherwise. Contractor understands that the following items specifically apply in this contract but do not exclude any other applicable federal or state laws or requirements.

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

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

B. COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.

D. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

E. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that 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.

F. The Federal cost principles for determining allowable costs for this Contract are:
2 CFR 200.416 for contracts with State and local governments.

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

H. 2 CFR §200.331 - REQUIREMENTS FOR PASS-THROUGH ENTITIES: Subrecipient Federal Grant Award Information is enclosed as an Annex when Federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.

I. When Federal funds are included in the Contract, Contractor/Subrecipient shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331.

J. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance





of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

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

- K. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:** (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- L. **CFDA AUTHORIZATION AND NUMBER:** Social Security, Title IV, Part D, 42 US Code §651 (**CFDA #93.563**).
- M. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

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

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

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

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

Director, Internal Audits
DHS Office of the Inspector General
47 Trinity Avenue, SW
Atlanta, Georgia 30334
Or email to dhs.financialreviews@dhs.ga.gov

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

(403) 03/07/18

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

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).





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

PARA #404 SECTION TITLES NOT CONTROLLING: (404) 03/07/18

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

PARA #405 ENTIRE UNDERSTANDING: (405) 03/07/18

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

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION: (501A) 03/07/18

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

- Annex A Scope of Services
- Annex B Debarment Certification
- Annex C Certification Regarding Lobbying
- Annex D Payment Provisions
- Annex E Reporting Requirements
- Annex F Business Associate Agreement
- Annex G Subrecipient Federal Grant Award Information
- Annex H Notice Concerning Critical Incident Reporting
- Annex I Security and Immigration Compliance Affidavit
- Annex J Federal Tax Information Business Association Agreement





SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Cobb County Board of Commissioners

CONTRACTS WITH JUDICIAL CIRCUITS AND PROSECUTOR'S COUNCILS

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

CONTRACTOR EXECUTION:
Cobb County Board of Commissioners

DEPARTMENTAL EXECUTION:
Department of Human Services

Signature

Deputy Chief of Staff

Date signed by Contractor

Date signed by the Department

Typed name of Contractor

Division/Office Director

Attorney General
State of Georgia

Assistant Deputy Commissioner, Child Support Services

Date signed by Attorney General

Date signed by the Division/Office





SCOPE OF SERVICES

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
 - A. Conduct a monthly time study for employees who perform both IV-D and non-IV-D activities for the purpose of allocating personal services costs to the IV-D function. The determined percentage of time will be used for budgeting and reimbursement of costs. District Attorney Certification of Accuracy is attached to this contract in the annex titled Reporting Requirements.
 - B. Prepare an annual budget which identifies the anticipated costs of fulfilling such responsibilities; and to amend, as necessary, such budget in the manner specified by the Department.
 - C. Provide all costs associated with the performing of the responsibilities set forth in this Scope and set forth in the Terms & Conditions of this agreement, and submit monthly expenditure reports for the purpose of claiming reimbursement of allowable costs as prescribed in 45 CFR 304.21 and any amendments. All supporting documentation for requested reimbursement shall be submitted to DCSS accompanied by the monthly invoice on or before the date specified in this agreement. All reports shall use DCSS reporting formats. Any other reports requested by DCSS shall be submitted in accordance and within given time frames.
 - D. Be cognizant of the fact that attempts to establish paternity and/or secure support should serve the best interest of the child or children involved and shall not be pursued when to do so is against the best interest of the child irrespective of the fact that "Good Cause" as provided for by P.L. 94-88, Section 208 may not have been claimed or found to exist.
 - E. Perform responsibilities in compliance with the State IV-D plan, as amended now or in the future.
 - F. That in compliance with 45 CFR 302.19-302.20, any cash collection function of the Contractor will be maintained in an independent mode from the accounting function associated therewith and that employees performing such functions shall be bonded to DHS for dishonesty in an amount at least equal to ten percent (10%) of the annual collection for the local office in the most recently completed fiscal year
 - G. Abide by the programmatic requirements enumerated in the annex titled Reporting Requirements.
 - H. Adhere to the imposed deadlines and formatting requirements for annual contract initiation , document collection and processing.
 - I. Adhere to end of fiscal year early invoice submission requirements.
 - J. Adhere to the annual financial reporting requirements set forth by the terms and conditions of this agreement, in the paragraph entitled Financial Reporting Requirements and also, in accordance with your entity's calendar year as reported on the System of Award Management (SAM).
 - K. Pursue only those actions which are in accordance with the language and purpose of the Child Support Recovery Act, O.C.G.A. §19-11-1 et seq., Title IV, Part D of the Social Security Act, 42 U.S.C. 651 et seq. and, where appropriate, Title IV, Part A of the Social Security Act, 42 U.S.C. 601 et seq. The Department, with the approval of the Attorney General, shall have the final decision on any question of interpretation of the above-cited state and federal laws.
 - L. Nothing contained in this agreement shall be construed to constitute the Office of the District Attorney or any of its employees, agents or subcontractors as a partner, employee or agent of the Department of Human Services, nor shall either party to this agreement have the authority to bind the other in any respect, it being intended that each shall remain an Independent Contractor.

- II. The Department will provide the following in accordance with the terms and conditions of this contract (Departmental Contract Liaisons are available as a resource to assist in developing this criterion):
 - A. Accept and fulfill its responsibilities as set forth in this Scope of Services and made a part of this contract.
 - B. Accept the monthly expenditure reports of the District Attorney and, when correct, reimburse within 30 days of receipt allowable costs incurred by the District Attorney in fulfilling his responsibilities under this agreement.
 - C. Provide reasonable prior notice to the Contractor as to all amendments to the State IV-D plan.
 - D. Provide the District Attorney with a copy of 45 CFR Part 74 and provide assistance, as requested by the District Attorney, relative to the provisions of 45 CFR Part 75 and aid him/her in their compliance.
 - E. Publish and provide the Contractor with the Department's policy and procedures relative to the State of Georgia IV-D program and the District Attorney's involvement therein; to provide assistance and technical guidance, as requested, and to aid the District Attorney in complying with the published policy and procedures.
 - F. Operate the State of Georgia IV-D Office in compliance with federal and state laws, rules, and regulations.
 - G. Facilitate annual contract initiation process training.
 - H. The Office of the District Attorney's contract with DHS-DCSS, as attached hereto, shall be regularly monitored by the assigned Region Manager.





CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

By _____
(Signature of Official Authorized to Sign)

Date _____

Printed Name

Title of Official





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

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

Name and Title of Authorized Representative	Signature	Date
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INSTRUCTIONS FOR CERTIFICATION

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





PAYMENT PROVISIONS

Georgia Department of Human Services
Division of Child Support Services
Proposed Personal Services

Circuit COBB

FY24 July 1, 2023 thru June 30, 2024

Contract # 42700 - 401 - 0000111511

Employee Name	Title	Position #	% of IV-D Time	Base Gross Salary	Proposed Budget Total Annual
Gina Renee Ballew	Child Supt Agent II	1071002	100.00%	\$36,429.00	\$36,429.00
Christina Banks	Child Supt Agent II	1071010	100.00%	\$43,730.00	\$43,730.00
Doris Jefferson	Child Supt Agent II	1071007	100.00%	\$32,386.00	\$32,386.00
Regina Dickinson	Child Supt Agent II	1071008	100.00%	\$33,996.00	\$33,996.00
Brenda J Fitzpatrick	Public Prog Coord	1904050	100.00%	\$54,880.00	\$54,880.00
Melissa Freas	Child Supt Agent II	1071003	100.00%	\$36,816.00	\$36,816.00
Kaitlyn Hammac	Child Supt Agent II	1071004	100.00%	\$30,977.00	\$30,977.00
Michael Hawk	Child Supt Agent I	1071007	100.00%	\$35,215.00	\$35,215.00
Rebecca Holt	Child Supt Agent II	1071006	100.00%	\$39,668.00	\$39,668.00
Amelia G Pray	Sr Asst District Attry	2105030	75.00%	\$72,000.00	\$49,575.00
Mackenzie Banks	Child Supt Agent I	1070018	100.00%	\$30,977.00	\$30,977.00
Candace Stevens	Child Supt Agent II	1071009	100.00%	\$40,473.00	\$40,473.00
Deyci Valdez	Child Supt Agent I	1070015	100.00%	\$30,977.00	\$30,977.00
Flynn D Broady, Jr	District Attorney	65006001	5.00%	\$6,988.00	\$6,988.00
Stephanie Jones	Child Supt Agent I	1070017	100.00%	\$30,977.00	\$30,977.00
Regular Salaries- County Government Employees Only					\$534,064.00
FICA- Employer Contribution					\$39,206.00
Retirement- Employer Contribution					\$49,769.00
Insurance(Health)- Employer Contribution					\$105,628.00
Insurance (Disability)- Employer Contribution					\$2,094.00
Insurance (Life)- Employer Contribution					\$2,324.00
Insurance (Dental)- Employer Contribution					\$4,372.00
Insurance (Worker Comp.)- Employer Contribution					\$6,603.00
Total Personal Services					\$744,060.00





Georgia Department of Human Services
Division of Child Support Services
Items Other Than Personal Services
Proposed Expenditures

FY24 July 1, 2023 thru June 30, 2024

Circuit: COBB

Contract # 42700 - 401 - 0000111511

Budget Category and Description	Total Annual
Travel-IV-D Related Only	\$5,171.00
Operating Expenses:	
Supplies	\$19,397.00
Postage and Freight	\$0.00
Repairs and Maintenance	\$0.00
Telephone	\$0.00
Utilities	\$528.00
Office/Storage Space/ Maintenance-in-Lieu of Rent	\$0.00
Equipment Rental	\$3,519.00
Printing	\$3,155.00
Insurance(Property and Bonding)	\$0.00
Contractual Costs with Other Agencies or Individuals	\$0.00
Filing Fees	\$3,960.00
Indirect Cost	\$0.00
Training	\$5,058.00
Membership Dues	\$2,320.00
Vehicle Maintenance	\$0.00
Audits	\$0.00
Accounting	
Other (Specify)	
Total Operating Expense	\$37,937.00
Equipment Purchases	
Specify:	
Telecommunications	





Georgia Department of Human Services
Division of Child Support Services

Contract Budget Summary

FY24 July 1, 2023 thru June 30, 2024

Circuit COBB
Contract # 42700 - 401 - 0000111511

Budget Category	Total Annual
Personal Services	744,060.00
Travel Expense	5,171.00
Operating Expense	37,937.00
Equipment Expense	0.00
Telecommunications	0.00
Total	\$ 787,168.00

- Travel will be reimbursed at 59.9 cents per mile
- Indirect Cost will be reported at a rate of ___% of actual IV-D salaries based on approved cost allocation plan for FY.
- Certification of IV-D time (Annex D) for personal services reimbursement is attached.

Brenda J Fitzpatrick (770)528-2425
Person Preparing Form Telephone#

I certify that this is an accurate representation of the anticipated resources and expenditures of the above designated circuit or county for the period indicated. I further certify that state and county matching funds included herein shall be expended in

Brenda J Fitzpatrick 1/21/2023
Office Manager Date
Signature Title

Submit 2 copies to:
Division of Child Support Services
Two Peachtree St Suite 20-272
Atlanta, GA 30303





Georgia Department of Human Services
Division of Child Support Services

Proposed Personal Services - LOCAL MATCH

Circuit COBB

FY24 July 1, 2023 thru June 30, 2024

Contract # 42700 - 401 - 0000111511

Employee Name	Title	Position #	% of IV-D Time	Base Gross Salary	Proposed Budget Total Annual
Bridget Cocharan	Child Supt Agent II	1071005	100.00%	\$46,283.00	\$46,283.00
Kimberly Greenway (Brown)	Admin Tech III	1006120	100.00%	\$34,440.00	\$34,440.00
Katina Harris	Child Supt Agent II	10710011	100.00%	\$39,156.00	\$39,156.00
Shannon Previte	Child Supt Agent II	1071011	100.00%	\$42,485.00	\$42,485.00
Regular Salaries- County Government Employees Only					\$162,364.00
FICA- Employer Contribution					\$11,620.00
Retirement- Employer Contribution					\$15,188.00
Insurance(Health)- Employer Contribution					\$17,765.00
Insurance (Disability)- Employer Contribution					\$547.00
Insurance (Life)- Employer Contribution					\$744.00
Insurance (Dental)- Employer Contribution					\$1,284.00
Insurance (Worker Comp.)- Employer Contribution					\$1,732.00
Total Personal Services					\$211,244.00





Georgia Department of Human Services
Division of Child Support Services
Items Other Than Personal Services
Proposed Expenditures - LOCAL MATCH

FY24 July 1, 2023 thru June 30, 2024

Circuit: COBB

Contract # 42700 - 401 - 0000111511

Budget Category and Description	Total Annual
Travel-IV-D Related Only	\$5,644.00
Operating Expenses:	
Supplies	
Postage and Freight	
Repairs and Maintenance	
Telephone	
Utilities	
Office/Storage Space/ Maintenance-in-Lieu of Rent	
Equipment Rental	
Printing	
Insurance(Property and Bonding)	
Contractual Costs with Other Agencies or Individuals	
Filing Fees	
Indirect Cost	
Training	
Membership Dues	
Vehicle Maintenance	
Audits	
Accounting	
Other (Specify)	
Total Operating Expense	\$0.00
Equipment Purchases	
Specify:	
Telecommunications	





Georgia Department of Human Services
Division of Child Support Services

Contract Budget Summary - LOCAL MATCH

FY24 July 1, 2023 thru June 30, 2024

Circuit COBB
Contract # 42700 - 401 - 0000111511

Budget Category	Total Annual
Personal Services	211,244.00
Travel Expense	5,644.00
Operating Expense	0.00
Equipment Expense	0.00
Telecommunications	0.00
Total	\$ 216,888.00

1. Travel will be reimbursed at 59.9 cents a mile per state travel guidelines
2. Indirect Cost will be reported at a rate of _____% of actual IV-D salaries based on approved cost allocation plan for FY_____.
3. Certification of IV-D time (Annex D) for personal services reimbursement is attached.

Brenda J Fitzpatrick _____ **(770)528-2425**
Person Preparing Form **Telephone#**

I certify that this is an accurate representation of the anticipated resources and expenditures of the above designated circuit or county for the period indicated. I further certify that state and county matching funds included herein shall be expended in

Brenda J Fitzpatrick _____ **1/21/2023**
Signature **Title** **Date**

Submit 2 copies to:
Division of Child Support Services
2910 Miller Road, Suite 200
Decatur, GA 30035





Georgia Department of Human Services
Division of Child Support Services

Total Contract Budget Summary

FY24 July 1, 2023 thru June 30, 2024

Circuit COBB
Contract # 42700 - 401 - 0000111511

Budget Category	Total Annual
Expenses Summary Total	787,168.00
Local Match Summary Total	216,888.00
Total	\$1,004,056.00
<p>Brenda J Fitzpatrick (770)5282425</p> <p>Person Preparing Form Telephone#</p> <p><i>I certify that this is an accurate representation of the anticipated resources and expenditures of the above designated circuit or county for the period indicated. I further certify that state and county matching funds included herein shall be expended in</i></p> <p>Brenda J Fitzpatrick 1/21/2023</p> <p>Signature Date</p> <p style="text-align: center;">Submit 2 copies to: Division of Child Support Services Two Peachtree St Suite 20-272 Atlanta, GA 30303</p>	





REPORTING REQUIREMENTS

Contract Programmatic Report

Judicial Monthly Checklist

Certificate of IV-D Time Allocation R

Service Data





Contract Programmatic Report

Period Covered by this Report

DHS Contract #: 42700 – 401 – 0000111511

Monthly Semi-annual
 Quarterly Annual

CONTRACTOR: Cobb County Board of Commissioners

TO: Georgia Department of Human Services
Division of Child Support Services
Attn: Adrienne C. Watts
2910 Miller Road, Suite 200
Decatur, GA 30035

FROM: Cobb County Board of Commissioners
Attn: Brenda Fitzpatrick
100 Cherokee Street, Suite 300
Marietta, GA 30090-0115

Narrative analysis of project accomplishments to include by objective: staff activity, program progress, or any other phase of Contractor activity to assist the Department in program evaluation: (use continuation pages as necessary)

Contractor Project/Program Manager

Date Submitted





Instructions: Please intital beside each document included. Date and sign at the bottom of page.

DOCUMENTS FOR

INCLUDED: SUBMISSION

Tips

_____ Cover sheet Make sure the billing period date and contract # are accurate and clearly displayed.

_____ Expenditure and Local Match Reports Make sure the billing period date and contract # are accurate and clearly displayed. Make sure you are not typing over any formulas and double check your calculations. Make sure it is signed and dated at the bottom and include a contact phone number. Be sure to attach all supporting documents for all charges.

_____ Time Allocation Certification Make sure each employee is listed along with the # of hours dedicated to each of the 3 categories and calculate the % of time allocated to IV-D cases in the last column. Make sure to sign and date.

_____ Service Data Performance Report Make sure the period covered is updated for the current billing cycle. In the notes column, please start including your source (Data Warehouse, Paternity Report, self-reporting, etc.) Make sure to sign and date.

_____ OMB CERTIFICATION For those employees that worked solely on Title IV-D cases, please include a list of names, position numbers, gross salary, fringe expenses and the total billed to your contract for personal services. Also make sure to grand total all monetary columns and include the signed and dated OMB certification letter.

NOTE: Due quarterly (October for Jul-Sep~January for Oct-Dec~April for Jan-Mar~June for Mar-Jun

Note: No reimbursements will be processed without all required documentation. Please submit monthly checklist with monthly invoices. Copy RM when forwarding.

Submission Date: _____

Authorized Signature: _____





GEORGIA DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES
Certification of IV-D Time Allocation for Title IV-D Services

Month/Year:

Contract Number: 42700-401-0000111511

Circuit:

EMPLOYEE NAME	TANF & NON-TANF IV-D	ADMINISTRATIVE IV-D	NON IV-D	% OF IV-D

CERTIFICATION: I certify that the above is a true and accurate statement of time expended on Title IV-D Services for the employees listed and submitted each month as part of the monthly programmatic report. This document is made a part of the contract between the Circuit's District Attorney and DHS/DSS as Annex E and reimbursement claims will be supported by Time Record Sheets on file in this office on this office.

Signature, District Attorney





GEORGIA DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES

CIRCUIT:

MONTH/YEAR:

Judicial Services	Number of	Notes
PATERNITY ESTABLISHMENTS		
COURT ORDERS FOR CHILD SUPPORT PAYMENTS		
COURT ORDERS FOR MEDICAL SUPPORT		
MEDICAL SUPPORT COURT ORDERS FOR FOSTER CARE COLLECTIONS		
TANF CASES		
NON TANF CASES		
NON TITLE IV-D CASES		

I CERTIFY THAT THE DATA ABOVE IS A TRUE AND ACCURATE REPRESENTATION OF THE SERVICES PROVIDED AND WILL BE SUBMITTED AS PART OF EACH MONTHLY PROGRAMMATIC REPORT

SIGNATURE / DATE





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 **Cobb County Board of Commissioners** (hereinafter referred to as “Contractor”) as an annex to **Contract No. 42700 – 401 – 0000111511** between DHS and Contractor (hereinafter referred to as “Contract”). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

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

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

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

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





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

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





Shirlan C. Johnson
DHS Chief Information Security Officer
shirlan.johnson@dhs.ga.gov
404-655-8371

- B. At Contractor: _____
(Contact name)

- _____
- (Contact email address)

- _____
- (Contact phone number)

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





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

- H.** Except for “Non-Reportable Incidents,” report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex F-1 or Annex F-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex F-1 or Annex F-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any Subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.





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

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

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

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

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

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





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

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

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





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

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

9. DHS agrees that it will:

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

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

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





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

B. Effect of Termination.

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

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

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

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





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

Cobb County Board of Commissioners

BY: _____
SIGNATURE DATE

PRINTED NAME

TITLE*

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





ANNEX F-1

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

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

- _____
- _____
- _____
- _____
- _____

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

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

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

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





ANNEX F-2

Part 1:

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

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

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

Part 2:

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

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

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

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

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

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

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





SUBRECIPIENT FEDERAL GRANT AWARD INFORMATION

For each federal grant award associated with this Contract², DHS has identified the CFDA (Catalog of Federal Domestic Assistance) title and number, award name, award number, award year, Common Accounting Number (CAN), the name of the federal awarding agency, and indicated whether the award is for research and development (R&D):

CFDA Number	CFDA Title	Award Name	Award Number	Award Year ³	CAN	Federal Awarding Agency	R&D (Indicate Yes or No)
93.563	Child Support Enforcement	Human Resources GA Dept.	2310GACSES	2022	G9923CS	ADM. For Children & Families	NO

¹ Consult Budget Officer in Respective DHS Division/Office for assistance in completing this Annex.
² Annex must be completed when the Contractor has been determined to be a Subrecipient.
³ Award year could be different than, and is not necessarily the same as, the contract year.





Brian P. Kemp
Governor



Candice L. Broce
Commissioner

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

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

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

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

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

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

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

Address: 47 Trinity Avenue, SW
Atlanta, Georgia 30334





SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT

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 **GEORGIA DEPARTMENT OF HUMAN SERVICES** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

35131
Federal Work Authorization User Identification Number

October 18, 2006
Date of Authorization

Cobb County Board of Commissioners
Name of Contractor

DCSS GA Department of Human Services
Name of Project

GEORGIA DEPARTMENT OF HUMAN SERVICES
Name of Public Employer

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

Executed on JAN. 27, 2023 in Marietta (city), GA (state).

Signature of Authorized Officer or Agent

Flynn D. Broady, Jr.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 27 DAY OF January, 2023.

NOTARY PUBLIC

My Commission Expires:



Tericka Harvey
NOTARY PUBLIC
Bartow County, Georgia
My Commission Expires
April 1, 2023





FEDERAL TAX INFORMATION BUSINESS ASSOCIATE AGREEMENT GEORGIA DEPARTMENT OF HUMAN SERVICES

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and Cobb County Board of Commissioners (hereinafter referred to as "Contractor") as an annex to **Contract No.** 42700 – 401 – 0000111511 between DHS and Contractor (hereinafter referred to as "Contract").

WHEREAS, DHS is required by the Internal Revenue Service Publication 1075 ("IRS Pub 1075"), to obtain satisfactory assurances that its contractors will provide appropriate safeguards to ensure the security, confidentiality and integrity of Federal Tax Information ("FTI") (comprised of "Taxpayer Return Information" (as defined in 26 U.S.C. § 6103(b)) that a contractor may receive or create on behalf of DHS pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of FTI;

WHEREAS, Contractor may provide functions, activities, or services involving the use of FTI, agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it will provide appropriate safeguards to ensure the security, confidentiality and integrity of Federal Tax Information ("FTI") (comprised of "Taxpayer Return Information" (as defined in 26 U.S.C. § 6103(b)) Contractor may receive or create on behalf of DHS pursuant to this Contract. Contractor's policies and procedures outlining these appropriate safeguards shall be provided to DHS upon request.;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the IRS Pub 1075, 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. DEFINITIONS

1.1 "Inspection," "Return," and "Return Information" shall have the respective meanings given such terms by section 26 U.S.C. § 6103(b); however, with respect to "Return" and "Return Information" (and as such terms are use in connection with the definitions of "Inspection" and "Taxpayer Return Information"), shall be limited to "Return" and "Return Information" information/data that Contractor may receive or create on behalf of DHS pursuant to this Contract.

1.2 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the IRS Pub 1075, including without limitation those set forth by Internal Revenue Code, 26 U.S.C. § 6103.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. PERFORMANCE

In performance of this contract, in connection with Contractor's use and disclosure of any FTI, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any Return or Return Information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract or as otherwise required by applicable law, rule or regulation. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract or otherwise permitted hereunder. Disclosure to anyone other than an officer or employee of the Contractor or permitted Subcontractor, or as otherwise required by applicable law, rule or regulation, will be prohibited.





- (3) All Returns and Return Information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor confirms that the FTI processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility promptly upon completion of the project, and no FTI output will be retained by the Contractor at the time the work is completed. If immediate purging of FTI from all such data storage components is not possible or reasonably practicable, the Contractor confirms that any FTI remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to DHS upon written request. When this is not possible or reasonably practicable, or upon completion of the project when no such request is made, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts containing FTI, and will provide DHS with a statement containing the date of destruction, description of material destroyed, and the method used as confirmation of such destruction upon written request.
- (6) All computer systems processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational, and technical controls, and such features must be available and activated to protect against unauthorized use of and access to FTI.
- (7) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of DHS and the IRS.
- (8) The Contractor will maintain a list of personnel who will have authorized access to FTI in performing the services. Such list will be provided to DHS upon written request and, DHS may provide such list to the IRS reviewing office if required by law to do so.
- (9) DHS will have the right to void the Contract in accordance with the termination provisions of the Contract if the Contractor fails to provide the safeguards described above in breach of this Agreement.
- (10) The Contractor and the Contractor's employees or permitted Subcontractors with access to or who use FTI must meet the background check requirements defined in IRS Pub 1075.

2.2. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of the Contractor to whom returns or return information is to be disclosed will be notified by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The Contractor shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by I.R.C. §§ 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.
- (2) Each officer or employee of the Contractor to whom returns or return information is or may be disclosed shall be notified in writing by the Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or





disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by I.R.C. §§ 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform such officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 U.S.C. § 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to DHS records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands DHS' security policy and procedures for safeguarding IRS information. The Contractor must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and provided to DHS. As part of the certification and at least annually afterwards, the Contractor must be advised of the provisions of I.R.C. §§ 7431, 7213, and 7213A (see IRS Pub 1075 Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

2.3. INSPECTION

The IRS and DHS shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work with FTI under this Contract for compliance with requirements found in IRS Pub 1075. The IRS' right of inspection shall include the use of manual and /or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit FTI. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.





IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the date and year first above written.

For the Contractor:

Georgia Department of Human Services:

By:

Deputy Chief of Staff

Date Signed by the Department

Title

Date Signed by Contractor

