

# 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 Georgia Family Connection Partnership, Inc. (GaFCP) hereinafter the "Department" or "DHS"). DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.

through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.			
Contractor's Name:	Contractor's Address:		
Effingham County Board of Commissioners	804 South Laurel Street,		
(hereinafter the "Contractor")	Springfield, GA 31329-9235		
Contractor's FEI #: 58-6000821	Contractor's Accounting Year End Date: 06/30		
Contractor's Entity Type: County Government			
Department Administrative Information			
DHS Contract #: 42700-93-26-119705	Contractor		
DHS (State) Financials Vendor ID #: 14597	CFDA #(s): N/A		
NIGP Code(s): 95259	☐ RFP ☐ RFQ ☐ Sole Source ☐ Consortia Event #: N/A		
☐ Exempt ☐ Intergovt.			
Equip. Inv. Locator #: N/A	Multi-Year Contract: ☐ Yes ☒ No		
☑ Initial Contract ☐ Emergency	Total Options to Renew: 0		
Scope of Services:  I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:  1. Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.			
<ol> <li>The Department will provide the following in accordance with the terms and conditions of the Contract:</li> <li>Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance, and regional and statewide training.</li> <li>Provide state level administrative and specialized assistance support for Family Connection Implementation.</li> <li>Identify policy barriers and implement system changes needed to support local Family Connection Implementation.</li> <li>Ensure facilitators are available to assist Family Connection collaboratives.</li> </ol>			
Contract Cost: ⊠ Expense □ Revenue			
Total Obligation: \$56,250.00 Federal: \$0.00 State	e: \$56,250.00 Match: \$0.00 Other: \$0.00		
Contract Term:			
Initial Contract Start Date: 07/01/2025 Contract Expiration D	Date: 06/30/2026 Contract Fiscal Year: FY26		

Department of Human Services

rashad.jackson@dhs.ga.gov

47 Trinity Avenue S.W., 2nd Floor

Attn: Rashad Jackson

Atlanta, GA 30334

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

Effingham County Board of Commissioners Attn: Damon Rahn BOC Chair 804 South Laurel Street Springfield, GA 31329-9235 912.754.2123 drahn@effinghamcounty.org

Attn: Linda Lunsford

Atlanta, GA 30334

lunsford@gafcp.org

404.739.0057

235 Peachtree Street, Suite 1600

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc. (GaFCP)

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

Effingham County Board of Commissioners 804 South Laurel Street, Springfield, GA 31329-9235

#### **SECTION I GENERAL CONTRACT PROVISIONS**

**SECTION I** 

#### **CONTRACT DEFINITIONS:**

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.

## **CONTRACT DEFINED:**

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.

#### JURISDICTION:

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.

## **PERIOD OF CONTRACT:**

This Contract is a one-year contract unless otherwise specified or terminated earlier in accordance with the applicable terms and conditions.

#### **EXTENSION:**

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.

#### **AMENDMENTS IN WRITING:**

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. No amendment, waiver, termination, or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

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 as set out herein. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.



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

- A. <u>CONTACT INFORMATION</u>: 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. <u>CHANGE IN CONTRACTOR INFORMATION</u>: 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. <u>CONTRACT SERVICE DELIVERY SITES</u>: 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.

## **NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTORS:**

- A. <u>NONDISCRIMINATION IN EMPLOYMENT PRACTICES:</u> 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. <u>NONDISCRIMINATION IN SERVICE PRACTICES:</u> 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. <u>COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:</u> 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. <u>CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS</u>: 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.

#### **CONFIDENTIALITY:**

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 sub-contractor has failed to meet the confidentiality obligations or standards of this Contract.

## **INSPECTION OF WORK PERFORMED:**

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.

## **USE OF STATE VEHICLES:**

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.



## **INDEPENDENT CONTRACTOR RELATIONSHIP:**

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.

#### **CONFLICT OF INTEREST:**

- A. 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.
- B. Notwithstanding item A above, the following will apply to the Chair of the County Family Connection Collaborative and the Coordinator or Executive Director respectively:
  - Any individual named as Chair of the County Family Connection Collaborative shall not be running for office or be an
    elected official of any Federal, State, or local government entity; nor shall he or she be the employee of the Contractor
    (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
  - 2. Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any Federal, State, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., County Family Connection Fiscal Agent).

#### **CONTRACT MODIFICATION/ALTERATION:**

- 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.

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

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.

- A. <u>WITHHOLDING PAYMENTS</u>: If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations under this Contract, and, if Contractor fails to correct such failure within 30 Days of the date of DHS's sending an email to the Contractor Project Manager describing such failure, or such other number of days mutually agreed to in writing by the Parties, DHS shall have the right to withhold any and all payments due hereunder. DHS may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.
- B. <u>REDUCTIONS IN PAYMENTS DUE</u>: Amounts due DHS by Contractor under this Contract, including but not limited to liquidated damages or any other damages caused by any deficiency or delay in the Services or Deliverables may be deducted or set-off by DHS from any money payable to Contractor pursuant to this Contract. If set-off such amounts within five Days of the date of DHS's sending an email to the Contractor Project Manager describing such failure, DHS may exercise this



right, and DHS shall provide Notice to Contractor of any such deduction or set- off. Or DHS may direct the Contractor to make payment directly to DHS for such amounts due. The method of collection of such amounts due is solely and strictly at DHS's discretion.

- C. <u>HOLDBACK:</u> DHS shall retain a Holdback of 20% ("Holdback") of all amounts invoiced by Contractor as prescribed in this Contract. Upon written acceptance by DHS that all work is completed, and the end of the Warranty Period has passed, DHS will release said Holdback to Contractor for payment.
- D. <u>RIGHT TO ASSURANCE</u>: If DHS, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DHS may demand in writing that Contractor give a written assurance of intent to perform. Upon failure by Contractor to provide written assurance within the number of Days specified in the demand (in no event less than five business days), DHS may at DHS 's option, pursue termination of this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.
- E. <u>TERMINATION REMEDIES</u>: Notwithstanding anything to the contrary herein, in the event of termination of this Contract by DHS, DHS shall, in addition to its other available remedies, have the right to procure the terminated Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for direct damages, which may include, but shall not be limited to the cost difference between the Charges for Deliverables and Services being replaced as a result of such termination and the actual and reasonable replacement costs of substitutes for such Deliverables and/ or Services acquired from another vendor (but in no event greater than the fair market value); and if applicable, reasonable and actual administrative costs incurred by DHS in replacing the Services and Deliverables, such as costs of competitive bidding, mailing, advertising, and staff time.

#### **TERMINATION:**

- A. <u>DUE TO NON-AVAILABILTY OF FUNDS</u>: 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. <u>DUE TO DEFAULT OR FOR CAUSE</u>: This Contract may be terminated for cause, in whole or in part, or pursuant to section D at any time by the Department for failure of the Contractor to perform any of the provisions hereof, failure to meet performance standards, required service levels, or violation of state or federal law. 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. <u>FOR CONVENIENCE</u>: 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. <u>IMMEDIATE TERMINATION</u>: 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.



- 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.

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

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 or destruction of 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.

#### **FORCE MAJEURE:**

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.

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

- 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.

#### **COLLECTION OF AUDIT EXCEPTIONS:**

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.

## **DEPARTMENT APPROVAL OF SUBCONTRACTS:**

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. All subcontractors must be subject to the same training requirements as Contractors and their employees.

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

- 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.

## **CONSULTANT/STUDY CONTRACT:**

- 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.

## **INDEMNIFICATION:**

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

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

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



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

#### **PUBLICITY:**

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 Department.

#### **DRUG-FREE WORKPLACE:**

- 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.

## **PARTIES BOUND:**

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.

#### **COOPERATION WITH OTHER CONTRACTORS:**

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.

## **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.

#### **TIME OF THE ESSENCE:**

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 Scope of Services attached hereto and incorporated herein.

#### **SEVERABILITY:**

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.

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

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

## **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.

## **ASSIGNMENT AND MERGER**:

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.

## **FUNDING**:

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** 

#### **DEPARTMENT AND CONTRACTOR AGREEMENTS:**

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

#### **SECTION III CONTRACT PAYMENT PROVISIONS**

**SECTION III** 

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



#### **DEPARTMENT PAYMENT TO CONTRACTOR:**

The total approved budget for this Contract is \$56,250.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$56,250.00.

## **CONTRACT BUDGET ANNEX:**

A.	The budget attached to this Contract in the Annex title	ed Payment Provisions is made a part of this Contract.
B.	The Contractor agrees that the Department will be pro provide any service other than those specified in this	vided a cost allocation plan as part of the budget should the Contractor Contract.
C.	Any fee or program income generated as a result of the indicated below by the (X):	is contract activity shall be expended in compliance with the reference
	Deduction Alternative	Additional Cost Alternative
	Cost Sharing or Matching Alternative	X No Fee or Program Income Authorized

## **BUDGET LIMITATION:**

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

## **EXPENDITURE REPORT SUBMISSION:**

The Contractor agrees to submit a quarterly expenditure report not later than the 15<sup>th</sup> working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than 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.

## PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS:

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 quarterly programmatic/performance statistical report not later than the 15<sup>th</sup> working day after the end of each quarter. 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

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

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 of the HIPAA of 1996 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. However, the Contractor represents that it will not obtain, use or disclose any protected health information from the Department in providing the service pursuant to this Contract. Thus, for the purposes of this Contract, Contractor is not a "Business Associate" of the Department within the meaning of the HIPAA of 1996 and the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder. In reliance upon such representation, the Department agrees that its standard contract provisions pertaining to HIPAA do not apply.



- B. <u>COMPLIANCE WITH SECURITY MANAGEMENT PROCESS</u>: 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. <u>COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION</u>: 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. <u>ADVANCE FEDERAL AGENCY APPROVAL OF COST:</u> 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. <u>COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS</u>: 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.

- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 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.
- J. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

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

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 <u>Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions</u>.

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 <u>Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards</u> 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 S.W., 2<sup>nd</sup> Floor
Atlanta, Georgia 30334
Or email to dhs.financialreviews@dhs.ga.gov

## **CRITICAL INCIDENT REPORTING ("CIR"):**

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.

#### **SECTION TITLES NOT CONTROLLING:**

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





## **ENTIRE UNDERSTANDING:**

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 CONTRACT ANNEX INCLUSION**

**SECTION V** 

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

Annex A Notice Concerning	Critical Ind	cident Reporting
---------------------------	--------------	------------------

Annex B Payment Provisions
Annex C Reporting Requirements

Annex D Security and Immigration Compliance

Annex E Other Annex Documents



## SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

## **Effingham County Board of Commissioners**

## **CONTRACTS WITH COUNTIES**

IN WITNESS WHEREOF, the parties have each hereunto affixed their	signatures on the dates indicated.
I, the undersigned Commissioner of Effingham County, certify that this  No, of the official minutes of the Commission of Effingham Cou	•
CONTRACTOR EXECUTION: Effingham County Board of Commissioners Name of Contractor	DEPARTMENTAL EXECUTION: Department of Human Services
— Signed by: Damon Kalin	Signed by:
Signature	Chief of Staff
4/24/2025	4/25/2025
Date Signed by Contractor	Date Signed by the Department
Typed name of individual signing *Chairman, Commission of Effingham County	
DocuSigned by:	
Stephanie Johnson	
Attestor's signature	
Stephanie Johnson	
Attestor's typed name	
County Clerk	
**Title of Attestor	
4/25/2025	
Date signed by Attestor	

<sup>\*</sup>Must be Chairman or sole Commissioner.

<sup>\*\*</sup>Must be Clerk of Commission.



ANNEX A

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:

Email: DHS.Criticalincidents@dhs.ga.gov

Address: 47 Trinity Avenue S.W., 1st Floor

Atlanta, Georgia 30334



## **ANNEX B**

## **PAYMENT PROVISIONS**

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:

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

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter #	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$0.00				
Regular Operating	\$0.00				
Travel (staff)	\$0.00				
Equipment	\$0.00				
Per Diem, Fees & Contracts	\$56,250.00				
Telecom- munications	\$0.00				
Other:	\$0.00				
TOTAL	\$56,250.00				

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

Fiscal Agent Signature	Collaborative Chairper	rson Signature
Print Name	Print Name	
Date:	Date:	
For Office Use Only:		
Date Received at Georgia Family Con	nnection Partnership	Initials

Name of Contractor and Service

Small/Minority



ANNEX C

## REPORTING REQUIREMENTS

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:

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

Total Subcontract

Amount Expended

	Provided	Amount For The Year	this Quarter	Yes/No
	Total Amount Expended this Quarter for all sul (Note: This amount should equal the requeste amount in Per Diem Fees & Contracts on Anne	d reimbursement		
	[Note to SS: Name of Contractor, service   from the approved budget. Amount expendently.]			
	Fiscal Agent Signature			
	Print Name			
	Date:			
	For Office Use Only:			
	Date Received at			
ı	Georgia Family Connection Partner	ship	Initials	

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



County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:
	Date:

	Date:		
Strategy Implen	nentation		
Strategy 1			
Strategy 2			
Strata 2			
Strategy 3			
Strategy 4			
Strategy 5			
Collaborative Chairperson Signature	Collaborative Coordinator Signature		
	•		
Print Name	Print Name		
Date:	Date:		
For Office Use Only:			
Date Received at Georgia Family Connection PartnershipInitials			

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

Initials

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:
	Date:
This is to verify that the development of the FY 2026 Plan of A been completed as required.	ction for the above referenced county has
Signature, Community Support Team Leader	
Date	
Date	
Attach this Status Report to the Quarterly Report.	
For Office Use Only:	

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

Date Received at Family Connection Partnership



ANNEX D

## SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

185295	01/28/2009	
Federal Work Authorization User Identification Number	Date of Authorization	
Board of Commissioners of Effingham County, GA	Family Connection - Effingham County	
Name of Contractor	Name of Project	
Department of Human Services		
Name of Public Employer		
I hereby declare under penalty of perjury that the foregoing	is true and correct.	
Executed on March, 18, 20 25 in Springfield	(city), GA (state).	
22-MD		
Signature of Authorized Officer or Agent		
Damon M. Rahn, Chairman	-	
Printed Name and Title of Authorized Officer or Agent	MANIE JOH	
	STARTO	
SUBSCRIBED AND SWORN BEFORE ME	Comm. Exp.	
S. Oblum.	03/15/28 S	
NOTARY UBLIC	AM COUNT	
My Commission Expires: March 15, 2028	APPLICATION OF	



## **ANNEX E**

## **OTHER ANNEX DOCUMENTS**

County:	Effingham	Region:	Region 12

Name of Collaborative: Effingham County Family Connection Commission Inc.

Coordinator or Contact Person:	Collaborative Chairperson:	
Name: Elaine Spencer	Name: Kristen Wert	
Title: Executive Director	Title: Director	
Mailing Address:	Mailing Address:	
PO Box 377	Treutlen House	
	131 Old Augusta Rd Central	
	-	
City:Springfield 9 digit zip: 31329-0377	City: Rincon 9 digit zip: 31326-0000	
Street Address (if different):	Street Address (if different):	
804 S. Laurel St.	131 Old Augusta Rd Central	
	-	
City:Springfield 9 digit zip: 31329-0000	City: Rincon 9 digit zip:31326-0000	
Phone: 912-429-5468	Phone: 912-754-9797	
Fax:	Fax:912-754-2154	
Email: ecfamilyconnection@gmail.com	Email: Treutlen.wert@yahoo.com	

Effingham County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000821 June 30

Federal Identification Number of Fiscal Agent (Required) Fiscal Agent's Fiscal Year End Month & Day

AMOUNT OF FUNDS REQUESTED

\$56250

County: Effingham



## Fiscal Agent Information

The Effingham County Board of Commissioners agrees to serve as the fiscal agent for Effingham County Family Connection Commission Inc. for the period of July 01, 2025 - June 30, 2026.

The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Reports are to be submitted to: Contract Manager

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

## Fiscal Agent Information

Fiscal Agent's Fiscal Year End:

Month: June Day: 30

Fiscal Agent's FEI#: 58-6000821

Legal Name of Fiscal Agent Entity:

Effingham County Board of Commissioners

Street Address (cannot be a P.O. Box):

THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY. 804 South Laurel Street,

City, State, 9 digit zip code:

Springfield, Georgia, 31329-9235

Telephone: (912) 754-2123

Fax:

Fiscal Agent Contact Person:

Name: Damon Rahn

Title: BOC Chair

Person authorized to sign for Fiscal Agent:

Name: <u>Damon Rahn</u> Title: <u>BOC Chair</u>

Telephone: (912) 754-2123

Email: drahn@effinghamcounty.org

Contract will be emailed to:

Name: Stephanie Johnson

Email: siohnson@effinghamcounty.org

Mailing Address if different from street address:

804 South Laurel Street,

Springfield.Georgia.31329-9235



County: Effingham

# I. Core Collaborative Functions

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

# II. Results for Children and Families

Goal: Improved conditions for children and families in Effingham County

Outcome: Improved emotional health in youth and their families.

# Indicator

Other [LD10] Teen Mental Health: Depression and/or Anxiety among 6th-12th grade students

## Strategy:

Effingham County Family Connection will engage partners to increase awareness and knowledge of available resources, to identify and coordinate programs and services ensuring knowledge of and access to quality behavioral health services to improve child, youth and family emotional health.



County: Effingham

Expense Type	Family Connection Budget Allocation	Description of Expenses
Personal Services	\$0	
Regular Operating	\$0	
Travel	\$0	
Equipment	\$0	
Per Diem, Fees & Contracts	\$56250	Elaine Spencer Planning, evaluation and facilitation for the collaborative
Tele- communications	\$0	
Other	\$0	
TOTAL	\$56250	