

**AMENDMENT #1
TO CONTRACT #[X] BETWEEN
THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH
AND
[CONTRACTOR]**

This Amendment is between the Georgia Department of Community Health (hereinafter referred to as “DCH” or the “Department”) and [CONTRACTOR] (hereinafter referred to as “Contractor”) and is made effective on the date it is approved by the Centers for Medicare and Medicaid Services (hereinafter referred to as “CMS”) or the date it is signed by the DCH Commissioner, whichever last occurs. Unless expressly modified, deleted, or added in this Amendment #1, the terms and conditions of the above-referenced contract are expressly incorporated into this Amendment #1 as if completely restated herein.

WHEREAS, under Contract #[X] between DCH and Contractor (hereinafter referred to as the “Contract”), Contractor will provide care management services to children in foster care, adoption assistance, and those youth in the Department of Juvenile Justice (DJJ) custody while residing in community, residential facilities;

WHEREAS, pursuant to **Section 34.0, *Amendment in Writing***, DCH and the Contractor desire to amend the Contract as described herein; and

WHEREAS, DCH has sought permission from CMS to amend the Contract as described herein.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties, the terms, provisions, and conditions of this amendment and other good and valuable consideration, the sufficiency of which is hereby acknowledged, DCH and Contractor hereby agree as follows:

I. To insert the following language in **Section 4.14, *Internal Grievances/Appeals System***, after Section 4.14.4.1.7:

4.14.4.4.2 For an adverse determination with regard to preadmission screening requirements, not later than the date of Proposed Action in accordance with 42 CFR 431.213.

and renumber the remaining subsections as 4.14.4.4.3 through 4.14.4.4.5.

II. To insert the following language in **Section 25.7, *Other Remedies***, after Section 25.7.1.4:

25.7.1.5 Denial of payment to the Contractor for all new Enrollment when, and for so long as, payment for new Enrollment is denied by CMS based on DCH’s recommendation in accordance with 42 CFR 438.730;

and renumber the remaining subsections as 25.7.1.6 through 25.7.1.10.

III. To add the following subsection to **Section 33.21, *PROHIBITED AFFILIATIONS WITH INDIVIDUALS DEBARRED AND SUSPENDED***:

33.21.4 If DCH determines that Contractor fails to comply with the requirements of this Section and 42 CFR 438.610, then DCH:

33.21.4.1 Shall notify the Secretary of the U.S. Department of Health and Human Services of the noncompliance;

33.21.4.2 May continue this Contract unless the Secretary of the U.S. Department of Health and Human Services directs otherwise; and

33.21.4.3 May not renew or otherwise extend the duration of the Contract unless the Secretary of the U.S. Department of Health and Human Services provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract.

IV. DCH and the Contractor agree that they have assumed an obligation to perform the covenants, agreements, duties, and obligations of the Contract, as modified and amended previously and herein, and agree to abide by all the provisions, terms, and conditions contained in the Contract as modified and amended.

V. This Amendment shall be binding and inure to the benefits of the Parties hereto, their heirs, representatives, successors, and assigns. In the event of a conflict between the provisions of this Amendment and the Contract or any previous amendments thereto, the provisions of this Amendment shall control and govern. Additionally, in the event of a conflict between this Amendment and any exhibit incorporated into this Amendment, the provisions of this Amendment shall control and govern.

VI. It is understood by the Parties hereto that, if any part, term, or provision of this Amendment or this entire Amendment is held to be illegal or in conflict with any law of this State, then DCH, at its sole option, may enforce the remaining unaffected portions or provisions of this Amendment or of the Contract and the rights and obligations of the Parties shall be construed and enforced as if the Contract or Amendment did not contain the particular part, term, or provision held to be invalid.

VII. This Amendment shall be construed in accordance with the laws of the State of Georgia.

- VIII.** All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Amendment, shall remain in full force and effect.
- IX.** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Amendment. This Amendment shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and consideration of the Parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.
- X.** This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

Signatures on the following page

SIGNATURE PAGE

IN WITNESS WHEREOF, DCH and Contractor, through their authorized officers and agents, have caused this Amendment to be executed on their behalf as of the date indicated.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

Commissioner

Date

Chief
Division of Medical Assistance Plans

Date

[CONTRACTOR]

BY: _____
Signature

Date

Print/Type Name

*TITLE

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