

CONTRACT

This Agreement (“Agreement”) states the terms of the agreement between the Georgia Advocacy Office (“GAO”) and the Southern Center for Human Rights (“SCHR”) on the one hand, and the State of Georgia (“State”) through the Department of Behavioral Health and Developmental Disabilities (“DBHDD” or “Department”) on the other, on this April 1, 2026, (“Effective Date”). The GAO, SCHR, and the State, through the DBHDD, are referred to herein as the “Parties.”

WHEREAS, the GAO and SCHR have engaged in lengthy and substantive discussions with DBHDD regarding the potential harm arising from any failure to provide prompt and adequate Competency Evaluations and Restoration Services to accused individuals in the State’s criminal courts; and,

WHEREAS, the GAO and SCHR have threatened to file suit against the State through DBHDD to remedy the alleged failures of DBHDD to timely provide these services; and,

WHEREAS, the Parties have agreed to resolve their dispute on the terms set forth in Exhibit A.

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises, covenants, rights, and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Terms.

The terms of this Agreement are set forth in Exhibit A. The Parties agree that the terms of this Agreement as set forth in Exhibit A constitute a mutual compromise and constitute an exchange of valuable consideration.

2. Representations.

Each Party represents and warrants to the other party that: (i) such Party has the full power and authority to execute and deliver this Agreement and to carry out the obligations hereunder and under Exhibit A; and (ii) this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, that Party in accordance with its terms upon its due execution and delivery by the other Parties. This Agreement shall be to the benefit of, and be binding upon, the Parties and their respective representatives, employees, directors, officers, members, heirs, successors, and assigns, as the context permits.

3. No Admission.

The Parties expressly acknowledge that this Agreement is being made for the resolution of claims that accused individuals in the State’s criminal courts may have against the State for alleged violations of their Constitutional rights but that these claims have neither been litigated nor waived. The Parties thus stipulate and agree that the settlement provided for herein is not and shall not be construed to be evidence of or any admission concerning the validity or invalidity of the claims related to any failure to provide prompt and adequate Competency Evaluations and Restoration Services to accused individuals in the State’s criminal courts.

4. Specific Performance.

The Parties agree that irreparable damage would occur in the event any provision of this Agreement, or Exhibit A hereto, was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity, without the necessity of proving the inadequacy of money damages as a remedy and without bond or other security being required, in addition to any other remedy to which they are entitled. The Parties further agree that the existence of any other remedy contemplated by this Agreement does not diminish the availability of specific performance of the obligations contained in Exhibit A or any other available remedies. The Parties further agree that the obligations, responsibilities, and requirements of the Agreement and Exhibit A are sufficiently clear and definite to order compliance.

5. Governing Law, Jurisdiction, Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal suit, action, or proceeding arising out of or based upon this Agreement or Exhibit A must be instituted exclusively in the Courts of the State of Georgia, located in Atlanta, Fulton County, Georgia, and each party submits to the *exclusive jurisdiction* of Fulton County, Georgia, in any such suit, action, or proceeding.

6. Entire Agreement.

The Parties agree that this Agreement, and Exhibit A hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and any and all prior discussions, negotiations, commitments, and undertakings relating hereto are superseded and merged herein. The terms and provisions of this Agreement shall not be changed, amended, waived, modified, or terminated in any respect whatsoever except by written instrument executed by all Parties.

7. Severability and Conflicts.

If any term or provision of this Agreement and Exhibit A is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Further, any conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit A shall be resolved in favor of Exhibit A.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, including PDF scans with electronic signatures, each of which shall be deemed an original for all purposes.

Agreed and Executed this 20th of March, 2026.

GEORGIA ADVOCACY OFFICE

By: *Ruby K. Moore*
Print: Ruby K. Moore
Title: Chief Executive Officer

SOUTHERN CENTER FOR HUMAN RIGHTS

By: *Terrica Redfield Ganzy*
Print: Terrica Redfield Ganzy
Title: Executive Director

DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

By: *Kevin Tanner*
Kevin Tanner (Mar 20 2025 15:28:37 EDT)
Print: Kevin Tanner
Title: Commissioner

EXHIBIT A
Regarding Timely Competency Evaluation and Restoration Services

I. Introduction

The Parties to this Agreement recognize the imperative to provide timely Competency Evaluations and Restoration services to accused individuals appearing in Georgia's criminal courts.

This Agreement establishes a framework to ensure timely Competency Evaluations and Competency Restoration Services consistent with the Georgia and U.S. Constitutions, with clearly defined benchmarks and responsibilities to be fully implemented by the State of Georgia, through DBHDD, by November 6, 2029.

II. Definitions

- A. **Calendar Days or Days:** Includes all days, except where the last day of any relevant period falls on a Saturday, Sunday, or state or federal holiday, in which case the next Calendar Day or Day is the deadline.
- B. **Competency Evaluation:** A clinical assessment conducted by a licensed physician or psychologist with experience in forensic mental health. The clinical assessment evaluates the accused individual and determines whether the person is competent to stand trial, meaning the accused understands the nature of the legal proceedings against them, and is capable of assisting counsel in rendering a defense. In the event the individual is not competent at the time of the evaluation, the assessment will determine whether a substantial probability exists that the individual will attain mental competency to stand trial in the foreseeable future. The clinical assessment includes: (1) a review of available, relevant collateral materials (mental and medical health records, education records, prior evaluations, etc.), police incident reports and the charging documents, the criminal information or indictment, and legal, medical, and mental health records; and (2) an in-person or telehealth interview with the accused individual.
- C. **Compliance.** The maintenance of a performance level equal to or greater than eighty-five percent (85%) in any metric of this Agreement for any period of thirty (30) consecutive days.
- D. **Compliance Monitor:** In the event that DBHDD is in breach, the Court may order the appointment of a Compliance Monitor, at the expense of DBHDD, should the Court determine that such an appointment would facilitate the implementation of the contractual terms. Any court-appointed Compliance Monitor will be given the access, comply with the duties, and be granted the powers described herein.
- E. **Competency Restoration Program or Competency Restoration Services:** A state-approved Facility or a program that is staffed with qualified and appropriately licensed or supervised mental health professionals and has an active treatment schedule. The treatment schedule shall include individualized treatment plans, regular clinical sessions, and access to medication management. Placement in a Restoration Program or Facility shall not constitute compliance without actual treatment.

- F. **Competency Evaluation Waitlist:** The Competency Evaluation Waitlist is composed of individuals in jail who (a) are ordered by a court to undergo an evaluation of whether they are competent to stand trial; and (b) are awaiting such a Competency Evaluation.
- G. **Competency Restoration Waitlist:** The Competency Restoration Waitlist is composed of individuals in jail awaiting a Competency Restoration Program or Competency Restoration Services who (a) are on the hospital waitlist; (b) do not have a hold placed on their admission into a Competency Restoration Program or program providing Competency Restoration Services; and (c) are not currently in jail-based restoration programs.
- H. **Evaluator:** A licensed physician or psychologist employed or contracted by the State with experience in forensic mental health, and who is qualified to evaluate an accused individual's mental capacity to stand trial.
- I. **Noncompliance:** The falling below eighty-five percent (85%) in any metric of this Agreement for thirty (30) consecutive days.
- J. **Facility:** A state-operated or designated entity responsible for inpatient Competency Evaluations or Competency Restoration Services, including secure psychiatric facilities.

III. Individuals Covered by the Agreement

All people in pretrial detention in the State of Georgia who:

- A. Are adults or individuals under the age of eighteen (18) who are treated as adults within the criminal judicial system; and
 - 1. Have, are perceived to have, or are treated as having a mental or behavioral disability, intellectual or developmental disability (ID/DD), traumatic brain injury, and/or other conditions impairing mental functioning (including, but not limited to, substance withdrawal, neurocognitive issues such as dementia, and/or other neurodegenerative conditions not explicitly listed) that may affect their competency to stand trial;
 - 2. Are not actively released from custody on bond; and
 - 3. Have been:
 - a. Ordered by a court to undergo an evaluation of competency to stand trial and are awaiting a Competency Evaluation; or
 - b. Found incompetent to stand trial (IST) and are awaiting admission/transfer from an institutional setting to a Competency Restoration Program or competency restoration services.
- B. This definition is intended to be broad and inclusive, encompassing accused individuals regardless of whether they received a formal diagnosis or possess official documentation, so long as they meet the functional and custodial criteria above.

IV. Competency Evaluations

- A. **Evaluator Capacity:** The State shall hire or contract with qualified Evaluators to eliminate any existing backlog of individuals waiting for Competency Evaluations as of the Effective Date of this Agreement within the timeframes set forth in this Agreement.
- B. **Evaluation Standards:** All evaluations conducted pursuant to this Agreement shall comply with professionally accepted standards as defined by the American Psychological Association and the State’s Code of Ethics and Supplemental Code of Conduct.
- C. **Compliance Auditing:** If there is a determination of breach of contract and a Compliance Monitor is appointed as a remedy, the Compliance Monitor shall randomly audit no fewer than five percent (5%) of Competency Evaluations conducted each month to ensure compliance and shall share the results of such audit with all Parties to the Agreement.
- D. **Use of Telehealth in Evaluations:** Evaluations conducted via telehealth or other remote communications systems may only be used where the individual is able to meaningfully participate and communicate as per the American Psychological Association Guidelines for the Practice of Telepsychology.
- E. **Evaluation Timeframes:** Within 527 days of the Effective Date of this agreement, the State shall ensure that all court-ordered Competency Evaluations are completed and submitted to the Court within thirty (30) days of the date an order requiring evaluation is received by DBHDD.
- F. **Implementation Schedule:**
 - a. The following benchmarks shall guide the implementation of these requirements:

Timeline	Requirement
<p>Within 224 Days of the Effective Date of this agreement</p>	<p>One hundred twenty (120) calendar days or fewer will elapse between the date DBHDD receives a Georgia court’s Competency Evaluation order and the date the completed Competency Evaluation is submitted to the ordering court. Wait time shall be calculated based on the number of calendar days between the date DBHDD receives the order for pretrial evaluation and the date that the evaluation report is submitted to the ordering court.</p>
<p>Within 437 Days of the Effective Date of this agreement</p>	<p>Sixty (60) calendar days or fewer will elapse between the date DBHDD receives a Georgia court’s Competency Evaluation order and the date the completed Competency Evaluation is submitted to the ordering court. Wait time shall be calculated based on the number of calendar days between the date DBHDD receives the order for pretrial evaluation and the date that the evaluation report is submitted to the ordering court.</p>

Within 527 days of the Effective Date of this agreement, no individual's wait time shall exceed thirty (30) days. Wait time shall be calculated based on the number of calendar days between the date DBHDD receives the order for pretrial evaluation and the date that the evaluation report is submitted to the ordering court.

Exceptions these limits may be permitted only for good cause shown and documented in the individual's record. Good cause shall be limited to circumstances beyond the Department's control, such as an individual's medical instability, refusal or inability to participate, or court-ordered delays or court backlogs. Staffing shortages and administrative backlog shall not constitute good cause.

V. Competency Restoration Services

A. Restoration Program Access

1. DBHDD shall expand capacity through state-operated or contracted facilities and programs to ensure compliance with the timeline described in Section V.B and V.E.

B. Restoration Timeframes

1. Within 950 days of the Effective Date of this agreement, individuals determined by a court to be IST shall begin a Competency Restoration Program or be provided with Competency Restoration Services within thirty (30) days of when DBHDD receives the court's determination.
2. For any individual admitted to a Competency Restoration Program, Restoration Services shall commence within forty-eight (48) hours of admission. Placement in a restoration Facility shall not constitute compliance without actual service delivery.

C. Restoration Standards

1. Restoration Services shall consist of active therapeutic services to restore an individual's ability to understand and participate in legal proceedings. Restoration Services shall include, but need not be limited to, regular clinical sessions, access to medication management, and education about the legal process. Restoration Services must be individualized and evidence-based.

- D. Compliance Auditing:** If there is a determination of breach of contract and a court appoints a Compliance Monitor as a remedy, the Compliance Monitor shall randomly audit each month the Competency Restoration Services provided to no fewer than five percent (5%) of individuals receiving such Services to ensure compliance and shall share the results of such audit with all Parties to the Agreement.

E. Implementation Schedule

1. The following phased approach shall apply:

Timeline	Requirement
Within 469 Days of the Effective Date of this agreement	Up to three hundred twenty (320) calendar days elapse between the time an individual is first placed on the Competency Restoration Waitlist and the time that individual begins to receive Competency Restoration Services. Wait time shall be calculated based on the number of calendar days between the time an individual is first placed on the Competency Restoration Waitlist and the time that individual begins to receive Competency Restoration Services.
Within 774 Days of the Effective Date of this agreement	Up to one hundred twenty (120) calendar days elapse between the time an individual is first placed on the Competency Restoration Waitlist and the time that individual begins to receive Competency Restoration Services. Wait time shall be calculated based on the number of calendar days between the time an individual is first placed on the Competency Restoration Waitlist and the time that individual begins to receive Competency Restoration Services.
Within 835 Days of the Effective Date of this agreement	Up to sixty (60) calendar days elapse between the time an individual is first placed on the Competency Restoration Waitlist and the time that individual begins to receive Competency Restoration Services. Wait time shall be calculated based on the number of calendar days between the time an individual is first placed on the Competency Restoration Waitlist and the time that individual begins to receive Competency Restoration Services.

Within 950 days of the Effective Date of this agreement, no individual's wait time shall exceed thirty (30) days. Wait time shall be calculated based on the number of calendar days between the date the individual is first placed on the Competency Restoration Waitlist and the date that the individual begins receiving Competency Restoration Services.

Exceptions to these limits may be permitted only for good cause shown and documented in the individual's record. Good cause shall be limited to circumstances beyond the Department's control, such as an individual's medical instability, refusal or inability to participate, or court-ordered delays or court backlog. Staffing shortages and administrative backlog shall not constitute good cause.

VI. Expedited Evaluations for Vulnerable Populations

A. **Vulnerable Populations** impacted by this agreement shall be evaluated within fifteen (15) days of DBHDD's receipt of the court order mandating evaluation, unless there is good cause shown, as defined above. Vulnerable Populations include:

1. Individuals under the age of eighteen (18) who are being charged as adults; and
2. Individuals who have an active authorization for a New Options Waiver or a Comprehensive Supports Waiver.

VII. Timeframes

- A. All timeframes described herein for evaluation shall commence from the date on which the Evaluation Order is received by DBHDD.
- B. All timeframes described herein for restoration shall commence from the date on which the Restoration Order is received by DBHDD.

VIII. Training, Outreach and Education to Sheriffs, Jails, District Attorneys, Solicitors, and Public Defenders Regarding 1013 Process

- A. DBHDD shall develop and implement ongoing training, outreach, and education programs for relevant stakeholders within the criminal justice system such as Sheriffs, jail administrators, and district attorneys. The purpose of these programs is to provide comprehensive instruction on the use of the 1013 involuntary commitment process for individuals in custody who are experiencing acute psychiatric decompensation. This training will include topics to facilitate a timely and effective crisis response, while clarifying the respective roles and responsibilities of all parties involved to ensure the process aligns with DBHDD's operational capacity.
- B. DBHDD shall make this training, outreach, and education available to all county jails, prosecutors and public defenders and shall offer refresher trainings at least annually. DBHDD shall also provide written materials summarizing the 1013 process and DBHDD points of contact for assistance. DBHDD shall maintain records of outreach efforts, trainings, participants, and education materials and shall provide such documentation upon request by GAO, SCHR, or the Compliance Monitor, if one is appointed. It is understood by all Parties that DBHDD's obligation under this section is discharged by the documented offering of the training, and the attendance or lack of attendance by any party shall not be construed against DBHDD.

IX. No Staffing Defense, No Beds Defense

- A. DBHDD's Noncompliance with timelines for Competency Evaluations and Competency Restoration Services set forth in this Agreement shall not be excused on the grounds of insufficient staffing. DBHDD acknowledges and agrees that it is responsible for maintaining sufficient staffing levels or contracts necessary to comply with all obligations under this Agreement.
- B. DBHDD's Noncompliance with timelines for Competency Restoration Services set forth in this Agreement shall not be excused on the grounds of insufficient number of forensic beds. DBHDD acknowledges and agrees that it is responsible for maintaining sufficient numbers of forensic beds necessary to comply with all obligations under this Agreement.

X. Compliance Reports

- A. Starting sixty (60) days after the Effective Date, and thereafter on the fifteenth day of each calendar month, the Department shall provide GAO and SCHR a report detailing compliance (hereinafter the Compliance Report) and access to any data referenced in or underlying the conclusions in the report. If the fifteenth day of the month falls on a Saturday, Sunday, or state or federal holiday, DBHDD shall provide the Compliance Report on the first business day thereafter.
- B. Such Compliance Report shall include, but not be limited to:

1. Status of Benchmarks

- a. In the first Compliance Report following the benchmark identified in Section IV(F) and V(E), evaluation of compliance with each benchmark in Sections IV–VII of the Agreement, including specific reference to whether required percentages and timelines have been met.

2. Quantitative Data Review

- a. Number of court-ordered evaluations and restorations initiated, completed, and delayed, disaggregated by:
 - i. Individual name;
 - ii. Individual date of birth;
 - iii. Date of Competency Evaluation Order;
 - iv. Where available, date of arrest and/or incarceration as reported to DBHDD;
 - v. Date Competency Evaluation submitted and/or mailed to court;
 - vi. Date of Restoration Order;
 - vii. Date individual begins receiving Competency Restoration Services;
 - viii. Date individual was placed on Competency Restoration Waitlist;
 - ix. County or judicial circuit where evaluation or restoration is ordered;
 - x. If known, facility or provider site where individual is presently held.

- b. Waitlist data, including:
 - i. By county, number of individuals currently awaiting Competency Evaluation;
 - ii. By county, number of individuals currently awaiting Competency Restoration Services;
 - iii. By county, length of time on waitlist (range, average, and longest wait).
 - c. DBHDD shall report on their website the number of days and people that are awaiting Competency Evaluation and the number of days and people who await Competency Restoration Services in a manner that is consistent with the reporting requirements of this agreement.
- C. **Restoration Services Reporting:** DBHDD shall include the following data in its Compliance Reports to GAO and SCHR, and the Compliance Monitor if applicable:
- a. Number of Defendants actively awaiting admission to a Competency Restoration Program; and
 - b. Number of Defendants admitted to a state hospital or jail-based restoration program.
- D. **Forensic Bed Capacity for Competency Restoration:** DBHDD shall include the following data in its Compliance Reports to GAO and SCHR, and the Compliance Monitor if applicable, pertaining to capacity to provide Competency Restoration Services during the reporting period, broken down by gender:
- a. The total number of forensic beds available for Competency Restoration statewide;
 - b. The number of those beds currently occupied at the time of reporting;
 - c. Any beds that are temporarily unavailable (e.g., due to maintenance or staffing shortages) and the reason for unavailability.
- E. DBHDD shall include the following data in its compliance reports to GAO and SCHR, and the Compliance Monitor if applicable, pertaining to all individuals awaiting Competency Evaluation or Restoration Services during the reporting period:

1. Vulnerable Populations

- a. DBHDD shall include disaggregated data in its monthly reports on all timelines and outcomes concerning:
 - i. Age category (minors vs. adults); and
 - ii. Individuals who have an active authorization for a New Options Waiver or a Comprehensive Supports Waiver.

2. Time in Jail Before Evaluation or Restoration

- a. DBHDD shall include in its Compliance Reports the median, mean, and maximum number of days individuals spend in jail:
 - i. From the date DBHDD receives a court order for Competency Evaluation to the date the evaluation is initiated;
 - ii. From the date DBHDD receives a court order for Competency Restoration to the date of transfer to a Competency Restoration Program;
- b. Disaggregated by:
 - i. County of incarceration;
 - ii. Race, gender, and age of individual, if known; and
 - iii. Presence of intellectual or developmental disabilities (IDD).

F. **Authority to Access:** GAO's existing authority to access data or facilities is not altered by this Agreement.

XI. Reporting of Critical Incidents

- A. If DBHDD receives notice that a detained individual waiting for a Competency Evaluation or transfer to a Restoration Program dies or is admitted to a medical hospital for over twenty-four (24) hours, DBHDD shall provide the Parties and the Compliance Monitor (if applicable) with notice of such incident within three (3) calendar days of DBHDD's notice of such event. Notice shall include: (1) the individual's name; (2) the date of the incident, if available; (3) the individual's county of custody at the time of the incident; and (4) if available, a summary of the incident including the cause of the individual's death or the cause of the incident, the subsequent actions taken, and the outcome(s).

XII. Monitoring and Compliance

- A. **Continuing Obligations:** DBHDD shall maintain compliance with the timelines and stipulations contained in this Agreement for 12 months following full implementation.
- B. If DBHDD falls below eighty-five percent (85%) compliance in any metric of this Agreement for thirty (30) consecutive days or fails to provide complete Compliance Reports by the twenty-fifth (25th) day of the month, it will be determined that DBHDD is in breach.
- C. **Notice of Noncompliance/Breach:** If any Party identifies a breach with any provision of this Agreement, written notice shall be provided to the designated representative of DBHDD, any appointed Compliance Monitor, and all Parties.
- D. **Violation Reporting Mechanism:** DBHDD shall establish and maintain a dedicated reporting channel to receive public allegations of noncompliance with

the Agreement. Any public allegations of noncompliance will be directed to the following inbox: forensiccomplaint@dbhdd.ga.gov.

E. Corrective Action and Monitoring for NonCompliance Prior to any Retained Compliance Monitor: If any Party believes DBHDD is in breach of the Agreement, they shall:

1. Provide DBHDD's designated representative with notice of their belief that DBHDD is in breach ("Notice"). The designated representative is Monica Patel Esq., Assistant Commissioner for Agency Affairs and Chief Legal Officer.
2. DBHDD shall acknowledge receipt of such notice within three (3) business days and shall respond in writing within fifteen (15) days, either disputing the allegation, documenting good cause for the identified issues in the Notice, or outlining a proposed corrective action plan.
3. DBHDD will have thirty (30) days from the date of receipt of the Notice to cure any deficiencies.
4. If, forty-five (45) days from DBHDD's receipt of the Notice, all noticed areas have not been cured, GAO or SCHR may move for breach of contract in a state court of competent jurisdiction in accordance with the dispute resolution procedures under this Agreement.
5. If the Court determines that DBHDD has breached the terms of this contract, the Court may order specific performance of the contractual terms of the Agreement.
6. In the event that DBHDD is in breach, the Court may order the appointment of a Compliance Monitor, at the expense of DBHDD, should the Court determine that such an appointment would facilitate the implementation of the contractual terms. Any retained Compliance Monitor will provide periodic reports as dictated by the Court's order.
7. In the event that GAO or SCHR prevails and the Court determines that there is a breach and orders relief, DBHDD will bear the costs of enforcement and be liable for filing fees and litigation costs to include reasonable attorney's fees.

F. Monitor Authority: If the Court deems it necessary to order the retention of a compliance monitor, the Compliance Monitor shall have the independent authority and necessary access to effectively evaluate DBHDD's implementation of this Agreement. To that end, the Compliance Monitor shall be empowered to:

1. **Access Records:** Review any and all documents, data, reports, and records maintained by DBHDD or its contractors that are relevant to evaluating compliance with this Agreement, including medical, custodial, correctional, administrative, and provider-level records, subject to appropriate privacy protections. The Compliance Monitor shall be granted direct access to source-level data (identified including names, location, DOB) to

independently verify compliance reports. GAO and SCHR shall also have the right to request raw data for analysis upon reasonable notice.

2. **Conduct Site Visits:** Enter and inspect any Facility, hospital, or program site providing Competency Evaluations or Restoration Services, with or without advance notice. The parties acknowledge that DBHDD does not control access to jails but will provide support to facilitate access to jails providing competency restoration services upon request from the GAO and/or SCHR.
3. **Interview Individuals:** Conduct confidential interviews with affected individuals, staff, administrators, providers, or other relevant personnel, including public and private contractors.
4. **Issue Recommendations:** Provide formal written findings and recommendations for corrective action or systemic reform to ensure compliance, remedy deficiencies, and address root causes of delays or noncompliance.
5. **DBHDD's Cooperation:** DBHDD shall fully cooperate with the Monitor's efforts and shall not interfere with or delay access to individuals, data, or sites necessary to fulfill the Monitor's obligations under the Court's order.

XIII. Party Meetings

- A. The Parties shall meet in person or virtually every ninety (90) days to assess DBHDD's progress.
- B. Each Party shall designate appropriate senior representatives, based on the agenda for each meeting, to participate in the meetings so that meaningful discussion can occur. Upon mutual agreement, the attendees may include outside stakeholders as appropriate based on the agenda. The first meeting shall be scheduled on a mutually agreeable date within forty-five (45) days of the Effective Date.

XIV. Advance Notice of Material Changes

- A. DBHDD shall notify GAO, SCHR, and the Compliance Monitor (if applicable), in writing no fewer than ten (10) business days before implementing any material policy, staffing, or operational change that may reasonably be expected to adversely affect DBHDD's ability to come into compliance with this Agreement. This shall include, but not be limited to:
 1. Changes in the following DBHDD leadership positions within 10 days of being made public:
 - a. Commissioner
 - b. Assistant Commissioner for Agency Affairs
 - c. Director of Forensic Services;

2. Staffing shortages affecting evaluation and/or Restoration Services;
3. Closure or relocation of restoration facilities; and
4. Policy changes impacting individuals' eligibility for or access to Competency Evaluation, Restoration Programming, Restoration Services, or discharge services.

XV. Dispute Resolution

- A. No civil action with respect to any dispute, claim or controversy arising out of or relation to this Agreement between DBHDD and GAO or SCHR may be commenced without first giving fourteen (14) calendar days written notice to the Parties of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either DBHDD or GAO/SCHR may elect to submit the matter for mediation. Either DBHDD or GAO/SCHR may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00). All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.
- B. No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

XVI. Stakeholder Notification and Reporting

- A. Statewide Notification
 1. Within thirty (30) days of the Effective Date, DBHDD shall notify the following organizations of the terms of this agreement utilizing agreed upon language; this notice shall also be made publicly available on DBHDD's website.

- a. Georgia Sheriffs' Association (GSA)
- b. Georgia Public Defender Council (GPDC)
- c. Prosecuting Attorneys' Council of Georgia (PAC)
- d. Council of Superior Court Judges of Georgia (CSCJ)
- e. Council of Juvenile Court Judges of Georgia (CJCJ)
- f. Council of Accountability Court Judges of Georgia (CACJ)
- g. Georgia Association of Community Service Boards (GACSB)

XVII. Non-Delegable Obligation

- A. The State, through DBHDD, or any other state Department, shall remain ultimately responsible for meeting the obligations of this Agreement and may not assert the failure or inaction of a local agency, court, contractor, jail, or community provider as a defense to noncompliance.

XVIII. Effective Date and Term

- A. This Agreement shall become effective upon the date of execution by all Parties. All benchmarks shall be measured from this Effective Date, with full implementation required by November 6, 2029.
- B. While all Parties desire the agreement to end by the date identified in XVIII(A), if the Parties believe that there is a need to extend the agreement beyond the date identified in XVIII(A), they may do so by mutual written agreement.
- C. Either Party seeking to terminate the contract based upon compliance shall notify the other party in writing of its intent to terminate the contract. The responding Party shall have thirty (30) days to contest compliance with specific terms in writing.
- D. In the event the Parties cannot agree on the status of compliance, the Parties may agree to use an agreed upon mediator to engage in a negotiated resolution.
- E. Alternatively, if a notice of termination is provided and there is disagreement as to compliance terms, the noticed Party must file a suit to enforce the contract within four (4) months, or the contract will automatically terminate.