



**DAWSON COUNTY GOVERNMENT**

**REQUEST FOR PROPOSALS**

**FOR**

**ALL-INCLUSIVE HEALTH CARE SERVICES**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**MARCH 31, 2022, AT 10:45AM, EST**

**DAWSON COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PURCHASING MANAGER  
25 JUSTICE WAY, SUITE 2223  
DAWSONVILLE, GA 30534**

**#401-22**

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS IFB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

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ISSUE DATE: FEBRUARY 22, 2022

**DAWSON COUNTY BOARD OF COMMISSIONERS**

**ALL-INCLUSIVE HEALTH CARE SERVICES**

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**DAWSON COUNTY, GEORGIA**  
**Purchasing Department**  
**25 Justice Way, Suite 2223**  
**Dawsonville, Georgia 30534**  
**Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org**

**ALL-INCLUSIVE HEALTH CARE SERVICES**

***INVITATION***

This is an invitation to submit a proposal to Dawson County from qualified firms for All-Inclusive Health Care Services for the Dawson County Detention Center, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., March 31, 2022. The anticipated award date is April 22, 2022.

There will be a mandatory pre-proposal meeting on March 15, 2022, at 10:00 a.m., to be held at the Law Enforcement Center, 19 Tucker Avenue, Sheriff's Administrative Training Room, Dawsonville, GA 30534. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) no later than March 21, 2022, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than March 25, 2022, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,  
Melissa Hawk  
Purchasing Manager

**DAWSON COUNTY, GEORGIA**  
**REQUEST FOR PROPOSALS FOR**  
**ALL-INCLUSIVE HEALTH CARE SERVICES**

**SECTION I – GENERAL OVERVIEW**

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

The Proposers shall package and seal its submittal so that they will not be damaged in mailing. Technical and Cost/Fee Proposals are to be packaged and sealed **separately**.

One (1) original and five (5) copies of the technical proposal and one (1) original price proposal must be received by, **MARCH 31, 2022, at 10:30am, eastern standard time**. The price proposal must be submitted in a **separate** sealed envelope stating on the outside, “Price Proposal, the proposer’s name, address, the solicitation number and name”. If the price is referenced in the technical proposal, the submission shall be disqualified and will not be evaluated. The proposer’s name, address and the solicitation number **#401-22 ALL-INCLUSIVE HEALTH CARE** is to be written on the outside of the complete submittal (price and technical) and must be delivered to:

Dawson County Board of Commissioners  
Attention: Purchasing Manager  
**25 Justice Way, Suite 2223**  
Dawsonville, GA 30534

**Hand Delivery**

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit [www.dawsoncounty.org](http://www.dawsoncounty.org). If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., on the date listed in Section A.1. above, at which time all Provider names of offers received will be publicly read aloud.

**GPS Location**

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

**Submission by US Mail must be sent to the below address:**

Dawson County Board of Commissioners  
Attention: Purchasing Manager  
**25 Justice Way, Suite 2223**  
Dawsonville, GA 30534

The Submittal must be signed by a Provider officer who is legally authorized to enter into a contractual relationship in the name of the proposer.

2. **CONTACT PERSON**

Proposers are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

Proposers may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any proposer violating this provision.

3. **ADDITIONAL INFORMATION/ADDENDA**

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Proposers are advised to check the website for addenda before submitting their proposals.

***Proposers must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements***

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF PROPOSALS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

6. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

By submitting a proposal, the proposer represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the proposer(s).

9. RFP OPENING

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website [www.dawsoncounty.org](http://www.dawsoncounty.org), after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Proposer name and date of award.

10. OPEN RECORDS

Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Dawson County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the proposal, that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection.

11. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/proposer from applicable sales taxes that may be required of them in relations to this project. Selected proposer will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

12. PROPOSER INFORMATION

All submissions shall include a completed proposer information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the proposer from submitting a proposal.

13. INSURANCE

Selected proposer will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

The insurance certificate **must name** Dawson County Government as an **additional insured** for the contracted project.

14. BONDS

**If required**, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five

percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding Provider must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

15. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all proposals certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in Sections 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

Proposers may request this Request for Proposal in another language by contacting Purchasing Manager Melissa Hawk at p) 706-344-3501, f) 706-531-2728 or via email at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org). All bid submissions must be returned in English.



16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Proposers submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the Contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the proposer is attesting to the following:
  - a. The affiant has registered with and is authorized to use the federal work authorization program;
  - b. The user identification number and date of authorization for the affiant;
  - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - d. Any employee, or Sub-contractors, of such Contractor or Sub-contractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - e. Upon contracting with a new Sub-contractor, a Contractor or Sub-contractor shall notify Dawson County and shall deliver a completed Sub-contractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the Sub-contractor before the new Sub-contractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the Contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

**SECTION II – GENERAL CONDITIONS**

A. PURPOSE

It is the intent of the County and the Sheriff's Office that this invitation will result in the selection of an experienced firm to efficiently and securely provide comprehensive health care services; which includes dental and medical care and mental health care for detainees housed at the Dawson County Detention Center.

The County objectives for this solicitation is to contract with one firm to deliver high quality health care services that can be audited against established standards of the contractor based on the National Commission on Correctional Health Care (NCHC) Standards, all Federal, State, Local Rules, Regulations and laws; to operate the health care program in a cost-effective manner with full reporting and accountability to Dawson County and the Sheriff's Office; to operate the health care program at staffing

levels agreed to, and use only licensed, certified and professionally trained personnel; to implement a written health care plan with clear objectives, policies, and procedures, as approved by the County and Sheriff's Office staff; to maintain an open and cooperative relationship with the administration and staff of the Detention Center; to maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis; to operate the health care program in a humane manner with respect to the detainee's right to basic health care services; and to provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Dawson County and the Sheriff's Office.

**B. CONTRACT PERIOD**

The term of a contract awarded as a result of this Request for Proposal shall be effective from May 1, 2022 through December 31, 2022. The contract shall have the option for four (4) additional one (1) year renewal terms.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice. Dawson County does not guarantee a minimum/maximum value for this contract.

The pricing received shall remain in force during the contract period. Any price increases must be submitted to the Dawson County Purchasing Department no later than ninety (90) days prior to a renewal term for consideration.

Dawson County will not incur any costs as a result of this RFP or a contract.

**C. BACKGROUND**

The Dawson County sits in northeast Georgia and covers 214 square miles and 49 linear miles of lake shore. The 2020 census reported 23,798 residents live within Dawson County. Separated by four (4) voting and school districts Dawson County's population is centralized near the GA Hwy 400 corridor and thins out from the area.

Dawson County currently houses both male and female detainees (some of which are sentenced Detainees); generally having sentences of less than twelve (12) months. The average daily population for the past twelve (12) months has been a monthly average of one-hundred seventeen (117) Detainees, ninety-two (92) men and twenty-five (25) women. The average length of stay has been thirty (30) days. CorrectHealth Dawson, LLC presently provides the medical and mental services, along with respective administrative services. The current cost for these services is \$365,022.16 annually.

#### D. SCOPE OF WORK

##### **General Requirements**

1. The offer is to be based on an average daily population of one-hundred twenty-five (125) detainees comprised of ninety-five (95) men and thirty (30) women.
2. The Provider must demonstrate its ability to provide health care services specifically for a correctional facility like Dawson County Detention Center. It must be able to demonstrate that it can complete the start-up process within thirty (30) working days from the contract award date; and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.
3. The Provider shall engage only licensed and qualified professionally trained personnel to provide professional coverage, for both on-site and on-call; twenty-four (24) hours a day, seven (7) days a week. Personnel must meet all licensing requirements of the State of Georgia. All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives.

The Provider is to maintain an open and cooperative relationship with the administration and staff at the Sheriff's Office.

The Provider is to operate the health care program in a humane manner with respect to the Detainees' rights to basic health care services.

4. The Provider will implement a written health care plan with clear objectives, policies, procedures approved by the Sheriff's Office staff. The plan is it contain an annual evaluation plan to ensure compliance.
5. The Provider will maintain copies of licenses of all medical staff members assigned to the Detention Center at the time each staff member is assigned and make these available to the Sheriff's Office on request.
6. The Provider shall at all times maintain the on-site minimum staffing requirements at the levels offered in the proposal.
7. All on-site health care personnel shall receive orientation in security procedures.
8. All appropriate medical health personnel shall attend and participate in Detention Center staff meetings, upon request.

##### **SPECIFICATIONS**

All proposers must submit a program based upon applicable State, MAG, Federal and NCCHC standards. The following services will be required:

##### **Receiving/Screening**

A preliminary health screening form shall be filled out immediately upon each detainee's arrival and the form shall be approved by the Detention Center staff. At a minimum, the screening must include:

- Current illnesses and health, to include mental health, problems including those specific to females.
- Medications taken and special health requirements.
- Screening of other health problems designated by the responsible physician.
- Behavioral observation, including state of consciousness and mental status.
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice.
- Condition of skin, including rashes and infestations.
- Disposition, if applicable.
- Document referral of prisoners to qualified medical personnel for emergency treatment.
- Notation, of personal physician and any medical needs.
- Assessment of suicidal risk.

### **Health Appraisal**

The Provider shall perform a comprehensive Health Assessment on any detainee within forty-eight (48) hours (or such other stringent time limit as required by statute or controlling authority) of the arrival of the detainee at the Detention Center. Such assessment shall be performed by a qualified medical professional.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms and ensure all elements covered by Standard J-30 of the Standards for Health Services in Jail, latest version, published by the NCCHC is included.
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.
- Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

### **Sick Call**

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an detainee's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the detainee's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

### **Consultation Services**

The Provider shall provide a consultation service to the County on any and all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the Provider.

### **Pre-Employment Physicals & Drug Screens**

The Provider will conduct pre-employment physicals for all Dawson County Sheriff's Office and Emergency Services personnel, which will include a drug screen. The Provider will conduct drug screening for sheriff's office employees as needed.

### **Hospital Care**

The Provider shall identify the need, schedule, and coordinate any hospital care of any detainee of the Detention Center, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

### **Specialty Services**

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The Provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event a detainee requires the services of medical specialist, the Provider shall make referral arrangements and coordinate the delivery of the specialists visits off-site. Information pertaining to off-site appointments will be kept confidential and not be released to the patient/detainee or anyone other than facility contacts for officer safety reasons. Any appointments scheduled by family or scheduled prior to incarceration will be re-scheduled for officer safety reasons.

### **Emergency Services**

The Provider shall make provisions for twenty-four (24) hour emergency medical care to Detainees. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff. An on-call listing will be provided to the facility along with an escalation scale to include who to call and in what order in case of no response from

the primary on-call. The on-call list will be updated as needed to reflect the current on-call staff.

### **Transportation Services**

To the extent any detainee requires off-site nonemergency health care treatment, including but not limited to, hospitalization care and specialty services, the Sheriff's Office will, upon prior request by the Provider, its agents, employees or contractors, provide transportation as reasonably available if such transportation is scheduled in advance.

### **Ancillary Services**

Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. The Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

Testing and vaccinations for the coronavirus (COVID-19) shall be included for both Detainees and staff.

Upon request and when on-site, medical staff will perform court directed and officer-initiated blood draws for individuals in the custody of the Sheriff's Office who have committed or are suspected of committing crimes. The Sheriff's Office staff will be with the detainee(s) to take control of the vile at time of the draw and will be responsible for lab testing in order to preserve the chain of custody of the evidence.

### **Mental Health Care**

The program to provide mental health services to Detainees shall include:

- Provider shall identify the need, schedule, and coordinate mental health services rendered to detainees inside the Detention Center, and pay for such care. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility
- A Mental Health professional will conduct appointments with detainees as scheduled by on-site medical team on a weekly basis.
- All mental health records will be maintained as part of an detainee's medical record

### **Dental Care**

The program to provide dental services to Detainees shall include:

- Provider will provide for basic dental services, including extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each detainee within 48 hours of admission
- Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
- A dental record will be maintained as part of an detainee's medical record

**Pharmaceuticals**

Provider shall provide a total pharmaceutical system for the Detention Center beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored in locked cabinets/containers as provided on site.

**Medical Waste**

The Provider shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from its services and facility staff in the performance of their duties including needles, syringes, medications, and other materials used in the treatment of Detainees.

**Medical Records**

All Detainees must have a medical record which is kept up to date at all times. The record shall accompany the Detainees at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will Detainees be allowed access to medical/dental records.

Clear instruction on how facility staff will obtain an detainee's medical record for an after-hours emergency medical transport will be defined.

All procedures concerning the confidentiality of medical records shall adhere to all HIPAA regulations and the rules and regulations as established by the NCCHC which are to be clearly defined in all proposals.

**Special Medical Programs – Chronic Care**

For Detainees with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

**Health Education**

Comprehensive in-service training is to be held for all provider health care staff to ensure compliance with all Federal, State and NCCHC standards, rules and regulations.

Comprehensive in-service training is to be conducted once per quarter, per shift, when requested by the Sheriff's Office, for detention center staff. Topics shall include basic first-aid, CPR Training and suicide awareness/prevention. Materials addressing

infection control, non-traumatic emergencies, signs of heart attack and stroke, all about headaches and women's health issues shall be handed out at each session.

### **Quality Assurance and Improvement**

The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

The facility is currently accredited by the "Medical Association of Georgia" and requires this certification be maintained.

### **Monthly Statistics**

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- Detainee's requests for various services
- Detainees seen at sick call
- Detainees seen by physician
- Detainees seen by dentist
- Detainees seen by psychiatrist
- Detainees seen by mental health counselor
- Number of Detainees receiving psychotropic medications
- Infirmary admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third-party reimbursement, pursuit and recovery
- Pharmacy report of detainee population dispensed medication
- Detainees testing positive for venereal disease
- Detainees testing positive for AIDS or AIDS Antibodies
- Detainees testing positive for TB
- Detainee Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits
- Total number of pregnant females incarcerated each month with a breakdown of how many were in each of the three trimesters.

### **Staffing - Onsite**

Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be suitable to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been made. The Sheriffs' Office and the County reserves the



right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected.

The Provider is to state clearly how any temporary vacancy will be handled, and how each scheduled shift will be worked during such vacancy in their response. All proposals must contain plans for exigent circumstances such as foreseeable travel issues related to natural disaster/severe weather should medical staff not reside within the county or close to county lines.

**Option A**

- Medical Director - 4 hours per week on-site
- Nurse Administrator RN - 40 hours per week
- Mental Health Professional - 4 hours per week
- Additional nursing coverage to provide staffing 24 hours per day, 7 days per week. 4 LPNs.

**Option B**

- Medical Director - 4 hours per week on-site
- Nurse Administrator RN - 40 hours per week
- Mental Health Professional - 4 hours per week
- Additional nursing coverage to provide staffing 12 hours per day, 7 days per week. 2 LPNs.

**Option C**

- Medical Director - 4 hours per week on-site
- Mental Health Professional - 4 hours per week
- Nursing staff coverage to provide staffing 12 hours per day, 7 days per week. 2 LPNs

**Personnel**

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of Georgia.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives.

In the event the Provider's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of County, this shall be part of their service time pursuant to this agreement.

The Provider shall not require any type of non-competition agreement from any of its employees or Sub-Service Providers during the term of the contract with County.

**Policies and Procedures**

Policies and Procedures of the Provider relating to the Detention Center's Health Care Delivery System (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Provider. The Provider shall

develop and implement policies which ensure appropriate comprehensive health care in full compliance with and in accordance with recognized standards, laws, ordinances, rules, and regulations of Federal, State, and Local authorities that may be applicable. The Policies and Procedures of the Provider are subject to approval of the Dawson County Sheriff's Office.

Dawson County Sheriff's Office retains the right to review and approve Policies and Procedures of the Provider in any other area affecting the performance of his/her responsibilities under law.

The Provider shall maintain complete, accurate, and confidential medical and dental records separate from the Detention Center confinement records of the detainee in compliance with all laws and regulations. In any criminal or civil litigation where the physical condition of a detainee is at issue, or where medical care is at issue, the Provider shall provide the Sheriff or his designee with access to such records, and upon request, provide copies as authorized by law.

**Delineation of Security Responsibilities**

The primary responsibility for detainee custody and security within the Detention Center rests with the staff of the Sheriff's Office. The Provider shall have primary responsibility in all matters pertaining to medical, dental treatment, and care of Detainees. Everyone who works in the Detention Center has a responsibility for security. The Provider shall be responsible for security of all material and equipment in the Provider's work area, which if in the hands of an detainee, would be considered contraband and could present a danger to staff, Detainees, or himself. On matters of mutual concern, Sheriff's Office Staff shall support, assist, and cooperate with the Proposer and the Proposer shall support, assist, and cooperate with the Sheriff's staff whose decision in non-medical matters and matters involving safety of staff, Detainees, and security of the Detention Center shall be final. All decisions involving the exercise of medical and/or dental judgment still are the responsibility of the Proposer.

**Follow-up Services**

The Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.

**Operational Reports**

The Provider shall submit monthly reports as requested to a designated representative of the County concerning the overall operation of the healthcare services program and on the general health of persons committed to the custody of the institution.

The Provider shall regularly confer with the Sheriff/Detention Center concerning existing health-related procedures within the institution; any proposed changes in health-related procedures and any other matter which either party deems appropriate.

**Use of County Personnel and Detainees in the Provision of Health Care Services.**

The County personnel nor detainees shall be employed or otherwise engaged by either the Provider or County in the direct rendering of any health care services.

**Subcontracting and Delegation.**

In order to discharge its obligations hereunder, the Provider will engage certain health care professionals as independent contractors rather than as employees. The County consents to such subcontracting or delegation. As the relationship between the Provider and these health care professionals will be that of independent contractor, the Provider will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. the Provider will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, the Provider shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of the Provider under this Agreement, the Provider shall provide the County proof, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) aggregate.

**Exceptions**

Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer within **Tab E** as separate segment titled **Tab E-1** “Exceptions to Specifications”.

**DETENTION CENTER RESPONSIBILITIES**

**Building and Equipment:**

Detention Center will provide, install, maintain, repair, replace when necessary, and permit the provider to use all medical equipment within the Detention Center. The Detention Center will provide, maintain, and repair the building structure in areas assigned to the provider, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air-conditioning, lighting, heating, duct work, floor and floor covering, walls and ceiling; provided however, that the provider shall bear the expense of repairs necessary because of the negligence of provider or its employees.

The Detention Center will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures but excluding sanitation of equipment and non-disposable supplies), and utilities (Including all local telephone costs, but excluding long distance telephone costs which the provider shall reimburse the County. The provider shall have the option to utilize a cell phone – pre-approved by the detention center staff.) necessary for the operation in the areas used by the provider for the

performance of the specifications within this RFP and the provider's proposal submitted in response to the RFP.

As part of the RFP process, the provider will have the opportunity to inspect the Detention Center and medical office space at the Mandatory Pre-Bid, and by submitting a response agrees that such space and facilities are sufficient for its agents and employees, to perform all of the obligations required under this Agreement.

The Sheriff/Detention Center will continue to maintain all County equipment necessary for the performance of this contract by Service Provider in working order during the term of this Agreement. If additional major equipment is required by the provider during the term of this Agreement, it shall be the responsibility of Service Provider to notify the Sheriff/Detention Center of a need for major equipment (defined as \$500.00 or more per piece). One-year notice is required for budget purposes.

**Food, Linen, And Other Services:**

The County will provide daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies for each detainee receiving health care services.

**Pre-Contract Inventory:**

The County will provide to the provider use of all County medical and office equipment and supplies in place at the Detention Center's health care unit. At the termination of this or any subsequent Agreement, the provider will return to the Detention Center control of all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the Detention Center's health care unit prior to the commencement of services under this Agreement.

**Sheriff's Office and the County's Satisfaction with Health Care Personnel.**

If the Sheriff, Chief Deputy, or Division Commander of the detention center becomes dissatisfied with any health care personnel provided by the Provider hereunder or by any independent contractor, subcontractor or assignee, the Provider in recognition of the sensitive nature of correctional services shall, following receipt of written notice from the Sheriff, Chief Deputy, or Division Commander of the Detention Center of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Chief Deputy, or Division Commander of the Detention Center, then the Provider shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the County has expressed dissatisfaction. Should removal of an individual become necessary, the Provider will be allowed reasonable time, prior to removal, to find an acceptable replacement without penalty or prejudice to the interests of the Provider.

**Security During Transportation Off-Site.**

The County, by and through the Dawson County Sheriff's Office, will provide prompt and timely security as medically necessary and appropriate in connection with the

transportation of any detainee between the Detention Center and any other location for off-site services as contemplated herein.

### **Healthcare Personnel Screening**

The Detention Center will take all reasonable, usual, and customary steps necessary to screen healthcare personnel to ensure that such personnel will not constitute a security risk to the Detention Center or to the detainees, at the cost of the Provider. This is most usually a background check. The Provider will perform and pay for drug screening on healthcare personnel, as requested, to the same extent and routine as Detention Center does on security personnel.

### **HIPPA Requirements**

The parties acknowledge that they will comply with the Health Insurance Portability and Accountability Act of 1996, as more fully set forth in the Business Associate Agreement included in the sample contract, Attachment "A".

### **Patient Records**

During the term of any agreement created from this solicitation, the County shall make available to the provider all patient records and information reasonably necessary for the performance of the provider's duties hereunder. The provider agrees to maintain said records in accordance with the county policy and subject to the provisions of the Business Associate Agreement included in the sample contract, Attachment "A".

### **EXCEPTIONS TO TREATMENT**

The Service Provider will not be financially responsible for the cost of any medical treatment or health care services as listed below:

- The provider will not be financially responsible for the cost of any medical treatment or health care services provided to any detainee prior to the detainee's acceptance into the custody and care of the Detention Center. Furthermore, the provider will not be financially responsible for the costs if any medical treatment or health care services provided to medically stabilize any detainee presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care.
- The health care services contracted in this Agreement are intended only for those detainees in the actual physical custody of the County, which does not include detainees who are under guard in jails or prisons outside the County. Such detainees are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of the Provider with respect to the payment or the furnishing of health care services. Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of County are also excluded from the population count and are not the responsibility of the Provider for the furnishing or payment of health care services.

The health care provider will be responsible for providing medications for detainees who are housed at other facilities at the direction of the Detention Center command staff. The health care provider will be responsible for any care deemed medically necessary upon conferring with the provider at the other facility.

The cost of medical services provided to detainees who become ill or are injured while on temporary release, work release, or escape status will not be the responsibility of the Provider. However, detainees on work detail who are supervised by county personnel and become injured will be the responsibility of the Provider as long as they are returned to the facility to be treated by the Provider's personnel or are referred to the hospital by the Provider's personnel. These detainees must be part of the daily census count.

- The Provider will not be responsible for implementing new drug classes, new diagnostics tests, or new surgical procedures if such costs are expected to exceed two percent (2%) of the contract amount exclusive of population increases.
- The Provider shall not be responsible for medical costs associated with the medical care of any infants born to Detainees. The Provider shall provide health care services to pregnant and post-partum Detainees, but health care services provided to an infant following birth will not be the responsibility of the Provider or County.
- The Provider will not be responsible for providing elective medical care to Detainees. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of Provider's Medical Director, cause the detainee's health to deteriorate or cause definite harm to the detainee's well-being. Any referral of Detainees for elective medical care must be reviewed by the Sheriff or his designee prior to provision of such services.
- The Provider will not be financially responsible for the cost of any medical treatment for health care services provided to any person before the person is in the custody of the Dawson County Sheriff's Office. Furthermore, the Provider is not financially responsible for the cost of services outside the detention center for any medical treatment or health care services provided to medically stabilize any person presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care if the person is not in the custody of County.

Once it has been determined by Provider's intake medical personnel that the detainee has been medically stabilized and incarcerated at the detention center, the Provider will, commencing at that point, then become responsible for the medical treatment for health care services, regardless of the nature of the illness

or injury and whether or not the illness or injury occurred before or subsequent to the individual's incarceration at the detention center. An detainee shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization and when any and/or all applicable medical clearances have been provided to the detention center personnel so that the detainee can be housed at the detention center.

It is expressly understood that the Provider shall not be responsible for medical costs associated with the medical care of any infants born to detainees. The Provider shall provide health care services to detainees up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the detention center prior to transport to a hospital will not be the financial responsibility of the Provider. In any event, the Provider shall not be responsible for the costs associated with performing or furnishing of elective abortions.

#### **SERVICE PROVIDER COMPENSATION**

**Price shall not be included in any of the technical submittal. This will be cause for disqualification and considered a non-responsive bid.**

##### **Base Compensation**

The County shall pay to the Service Provider the annual base amount in twelve (12) equal monthly installments.

##### **Increases in Detainee Population**

If at any time during the contract term the monthly average daily detainee population, set at one-hundred twenty-five (125), exceeds one-hundred thirty-five detainee population for that period of the term of the contract (as previously stated); the County shall pay a per diem (per detainee per day) for that month on the excess. The provider shall state in his proposal the per diem amount to be applied to the contract. A copy of the Detention Center daily population report will be provided to the provider the last day of each month. At the end of the month, the sum of the daily population divided by the days in that month will determine the daily detainee population. If the daily average detainee population exceeds the stated contract daily maximum detainee population of one-hundred thirty-five (135), the excess detainee population will be multiplied by the per diem and then multiplied by the number of days in the month. The additional compensation for the overage will be payable following the month of the occurrence upon submission of a separate invoice by the provider and verification by County.

##### **Decrease in Detainee Population**

If at any time during the contract term the monthly average daily detainee population, set at one-hundred twenty-five (125), decreases below one-hundred fifteen (115) detainee population for that period of the term of the contract (as previously stated); the provider shall pay a per diem (per detainee per day) for that month on the excess to the County. The per diem amount as listed by the provider in his proposal shall be

applied. If the daily average detainee population decreases from the stated contract daily detainee population, the decreased detainee population will be multiplied by the per diem and then multiplied by the number of days in the month. The reimbursement to the County for the amount under the contracted daily population of one-hundred fifteen (115) will be payable following the month of the occurrence upon submission of a check by the provider and verification by County.

### **Catastrophic Limits**

The Provider shall define any catastrophic limits and/or any other cost limits or exclusions, and how these limits would be accounted for, in the proposal submitted.

### **Frequently Asked Questions**

1. Please provide a breakdown of the detainee/detainee population included in the overall population figures, as follows:
  - a. County – **approximately 100**
  - b. State DOC – **normally no more than five (5) at any given time**
  - c. ICE (holds only) – **none. ICE holds are picked up within forty-eight (48) hours**
  - d. U.S. Marshals Service - **none**
  - e. Work Release – **one (1) to three (3)**
  - f. Other Counties – **three (3)**
  - g. Juvenile - **none**
  
2. Accreditation:
  - a. Does the County wish to achieve ACA accreditation?
  - b. Does the County wish to achieve NCCHC accreditation?  
**The facility is currently accredited through the Medical Association of Georgia (MAG). We are open to other accreditations ONLY if it exceeds the MAG standards.**
  
3. Mental Health Services:
  - a. What mental health services are currently provided on site at the Detention Center? **Weekly visits by a licensed counselor. Twenty-four (24) hour availability of a licensed psychiatrist, who does respond to our facility as needed.**
  - b. Is there any specialty housing available for detainees with mental health problems? If so, please provide the number and capacity of mental health housing units. **The Detention Center has four (4) medical and six (6) isolation cells available for special housing. It has been our experience most of the time that medical has been able to stabilize the patients and moved into population.**
  - c. How many detainees are currently receiving mental health services? **Approximately thirty (30).**



d. What are the number and location of suicide watch cells? **The Detention Center has one (1) padded cell, six (6) isolation cells and four (4) medical cells.**

e. Please provide the number of psychiatrist visits per month. **The psychiatrist visits the facility as needed; usually less than one (1) time a month; however, as stated the licensed counselor comes every week.**

4. Equipment:

a. Please provide a list of all medical and dental equipment that will be available to Provider (what, if anything stays?)

- i. **Exam room with medical grade padded exam table including a pull out and stirrups**
- ii. **Lamps**
- iii. **Scales**
- iv. **Wall mounted BP reader**
- v. **Portable medication cart**
- vi. **EKG machine and exam table**

b. Please provide a list of all office/computer equipment that will be available to Provider.

- i. **Computer**
- ii. **Printer/fax/copier**
- iii. **Office phone**

c. How many AEDs are on site? **There are four (4) inside the secure facility; one (1) in the public lobby and one (1) in the administrative hallway.**

d. Please identify the current jail management system at the Jail. **Jail Tracker.**

e. Will internet connectivity be available to Provider? **Yes.**

f. Does the jail currently have wireless capability? **Yes.**

5. How many intakes are conducted on average per day or per month? **The daily average for last six (6) months is five (5).**

6. When are PPDs implanted: during intake or during 14-day health assessment? **Medical intake/health assessment is completed at the same time; within forty-eight (48) hours of coming into custody. The PPD is implanted during this time.**

7. Are PPDs implanted on all detainees or just as medically indicated? **All.**

8. Medication Administration:

a. How many med passes are currently conducted daily? **Two (2), with the exception being the diabetics who require medication more often.**

b. Which discipline(s) conducts med passes (e.g. CMT, LPN, RN, etc.)? **LPN or RN.**

c. How many med carts are utilized per med pass? **One (1)**

9. Pharmacy Statistics:

- a. Number of detainees on psychotropic medications(s) per year. **Unknown but, currently there are about thirty (30) detainees on mental health medications.**
- b. Number of detainees on HIV/AIDS medication(s) per year. **No more than one (1) per year.**
- c. Number of detainees on Hepatitis medication(s) per year. **No more than one (1) per year.**

10. Methadone:

- a. Is methadone provided to any patients other than pregnant females? **No.**
- b. Is methadone being provided on site or off site? **No cases to-date has had methadone prescribed.**
- c. Who is the local methadone provider? **Unknown.**

**Notice of Award**

The Contractor agrees that in the case of failure on his part to execute the said contract and the bonds within fifteen (15) consecutive calendar days of receipt of a written Notice of Award from the County, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds off the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

**Notice to Proceed**

The Contractor shall begin work as agreed upon and specified on the Notice to Proceed from the County and shall meet the agreed upon benchmarks throughout the project.

**Weather days**

All weather days are to be approved in writing by the Emergency Management Director and/or the County Manager.

**Liquidated Damages**

There will not by a dollar amount set for liquidated damages for this project.

**Invoicing**

- 1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
- 2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
- 3. All invoices will be paid in the year in which services are provided.
- 4. Proposer to provide contact information for dedicated team member to provide billing inquires. More information is included in the Statement of Qualifications portion of this RFP.
- 5. Invoices should be sent via mail or email to:

Accounts Payable

25 Justice Way, 2220  
Dawsonville, GA 30534  
[cmcmillon@dawsoncounty.org](mailto:cmcmillon@dawsoncounty.org)

**Pricing**

1. Submissions must use returned on the Proposer’s Price Proposal Form as provided within this RFP.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

**Administration**

The project will be administered by the Dawson County Board of Commissioners with the Emergency Management Director being the main point of contact for all questions related to scope of work issues during the term of the contract. Any contract issues will be directed to the Dawson County Purchasing Manager during the term of the contract.

**Permits and Licensing**

1. Proof of Licensing: Contractor shall submit proof of professional license, insurance and business license at time of submittal as it relates to the Scope of Work defined herein. The business license will be the current license your business operates, if you are out of county, this will not be a Dawson County business license.
2. The successful proposer must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Manager at time of proposal. If awarded to an out-of-county proposer, that proposer must register their business license with the Dawson County Planning and Development Department within 10 days of award. Fees may apply and are not a part of this agreement. *Note: Only the successful proposer needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is no longer a registration fee.*
3. The successful proposer is to be a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of Georgia.
4. The successful proposer has all requisite corporate power and authority to execute, deliver and perform its obligations under any agreement created from this solicitation.
5. The successful proposer shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services.

**E. OPTIONAL SERVICES**

All proposers should include a list of suggested optional services. These services will be evaluated by the sheriff’s office and the county for need and value. At minimum, proposers should include the following optional services:

**ELECTRONIC MEDICAL RECORDS (EMR):**

Please provide any information regarding an optional offering to incorporate an electronic medical records platform and system with the proposed service program. To include the following:

- A) Licensure Fee(s) – please state who will have the ultimate ownership of the program;
- B) Hosting Fee(s) – please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items;
- C) Equipment Fee(s) – please state any and all equipment needs for the proposed program, as well as any additional future needs (to includes all hardware such as tablets, printers, scanners, signature pads, etc.).
- D) Maintenance Fee(s) – please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
- E) Transfer Fee(s) – please include information on any transfer fees which may be applicable if the county does not own the system, and the vendor is later changed, but the county would like to keep the system in place – is there a fee or transfer service which would be followed.
- F) Integration Fee(s) – please include information and estimated costs of any integrations for the jail management system, pharmacy, and lab services.

Along with the program information, please indicate the level of access that will be allowable for access by jail administrator and his designees and/or any outside providers, such as the medical director.

Further, with the proposal of such a program, there will be a requirement for cyber insurance to cover the county wholly for any breach of HIPPA information.

**TELEHEALTH:**

Please provide any information regarding an optional offering of telehealth services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs. Telehealth would be acceptable to the facility for occasional use on an as needed basis.

F. QUALIFICATIONS/RESPONSE FORMAT OUTLINE

**This section identifies all information which must be submitted in each proposal.**

Tab A - Provider Ability, Background and Structure

The Proposer will provide a brief, concise history and description of its Provider including, but not limited to, the number of years in business, number of employees and number of years of experience working with correctional facilities and performing correctional health care services to local/county entities. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

At a minimum the proposal should include the following information:

- Organizational Chart of Company

- Information describing Provider’s technical and professional capabilities
- Training and experience (list all certifications)
- Equipment resources (Provider versus sub-contractor owned)
- List of sub-contractors
- Local participation in the Contractor’s plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can offer

Tab B – Provider Experience and Past Performance

Proposers must submit at least five (5) references for contracts of a similar size and scope, (if available) including at least three (3) references for current contracts or those awarded during the past five (5) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

The following information for each reference shall be listed:

- Name of government or private entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Range of services
- Past performance on contracts and other accomplishments

The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to commissary and banking services.

Tab C - Identification of all Contracted Personnel

The Awarded Proposer’s employees shall wear proper identification for all employees working in the County on the contract. At a minimum, photo identification badges will be required for each person along with employee’s personal data and the awarded Proposer’s name. Such identification must be clearly displayed on the outside clothing of all the awarded Proposer’s employees during work and readily visible at all times when working within Dawson County.

Tab D - Qualifications of Key Team Members

Identify and include qualifications of key staff who would be assigned to work on the scope within this RFP. Include an organizational chart specifically for this project that depicts how the staff would be structured to perform details herein. Proposers must have qualified and trained staff to successfully complete the contract requirements. At a minimum, the organizational chart shall identify the responsibilities, structure, and

lines of authority between and among the Proposer, the Contractor and any Sub-contractor entities required to be named. The Proposer shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project team organization for both on-site and off-site requirements to fulfill the scope of work herein; and the assignments of responsibilities and level of experience by site position, to include the amount of time to be spent on this project
- Identification and qualifications of any key team members and any subcontract Contractors, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member.
- The County requires that the assigned medical director has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The medical director will be assigned to Dawson County for the duration of the project.
- All personnel assigned to the project will be subject to the approval of the County and will be removed from this project by the Proposer upon written recommendation of the County's contract contact. Additionally, the Proposer shall notify the County's contract contact in writing of all changes in supervision or key personnel. The notice shall include the reason for the change and provide a plan for immediate replacement.
- Attach all applicable licenses the Proposer feels appropriate for this project.

#### Tab E - Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP.

The Contractor shall provide their interpretation of what is required to meet the needs of the County. The Contractor will use this document, their knowledge and experience to develop their understanding of this project. The Contractor is urged to develop scenarios or examples to fully explain their position.

The contractor shall provide a complete scenario for the various scopes of work. Each scenario will include how the work will be accomplished, the quality control, how state, federal, NCCHC, local rules, regulations, standards and law requirements will be met.

At a minimum, proposals must address:

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the individual/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; The Proposer's approach to selection of materials and

systems, including how such selections impact project cost (**but do not include any dollar amounts in this portion**), project delivery dates, and other matters.

- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the individual/firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Summary description of assurance program.
- Discuss how training is held for DCSO/DCSC staff.

The County welcomes innovating suggestions and recommendations from individual/firms that will ensure a successful service approach. **Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered a non-responsive bid.**

#### Tab F - References

Proposers must submit at least five (5) references for persons that the individual/firm will assign, to include all sub-contractors, to complete the Scope of Work listed herein. Ideally, references should be government entities but, not required, within Georgia should be included. The following information for each reference shall be listed:

- Name of government entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Types of services

#### Tab G - Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public Provider, include a recap of the most recent audited financial report.
- If a private Provider, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

#### Tab H - Business Litigation

Disclose any involvement by the individual/firm or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

#### Tab I – Management Plan

Proposers shall prepare detailed plans defining the necessary process and procedure which if fully implemented shall/will accomplish the Sheriff’s Office/Detention Center staff objectives. The Management Plan shall include, but may not be limited to, the following:

- Detailed staffing plan and support schedule
- Detailed policy and procedures manual
- Detailed transition plan
- Detailed training plan

Tab J – Required Solicitation Forms

Proposers are to complete and attach all forms listed on the Proposer’s Checklist and include in Tab J. This direction **excludes** the Price Proposal Form. Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered non-responsive bid.

Separate Sealed Envelope - Financial Proposal

Proposers are to use the Proposer’s Price Proposal Form provided within this RFP and as instructed on page 4 of this document. All costs to the Dawson County Government must be included on the Price Proposal Form that the individual/firm will incur to complete all tasks associated with the scope of work, herein. **Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered a non-responsive bid. This section is to be sealed in a separate envelope marked with the RFP # and name, the Provider name and reference to the Financial Proposal being enclosed.**

G. RFP EVALUATION PROCESS

The County has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

Proposals will be reviewed individually by the Review Committee for quality and completeness. This evaluation process will also serve to determine whether the proposer has met the criteria described in this RFP. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 2** below.

Provider Background and Structure	10
Experience and Qualifications of Provider and Dedicated Staff	28
Project Understanding/Approach to Scope of Work	22
References	10
Management Plan	10
Price Proposal	20
<b>TOTAL POINTS</b>	<b>100</b>

**Chart 2**



### Presentations

The top-ranking individual/firms *may* be invited to conduct oral interviews after the full review process has been completed. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive provider.

### G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County's website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Contractor responsible

for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.

6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia or the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia or the Federal Government.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Contractor shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### H. BONDS

Bid Bond- N/A

Payment Bond – N/A

Performance Bond – N/A

#### I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable proposer, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the Contract Documents to the awarded Contractor for execution.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every proposer submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90**. The forms are provided with this RFP package.

### **SECTION III – GENERAL TERMS**

#### **A. DEFINITIONS AND GENERAL INFORMATION**

1. **Definitions.** The following words shall be defined as set forth below:

**Acceptance**

Formal action of the Owner in determining that the PC/construction crew's work has been completed in accordance with the contract and in notifying the Proposer in writing of the acceptability of the work.

**Act of God**

A cataclysmic phenomenon of nature, such as a hurricane, earthquake, or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

**Addenda**

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification or corrections.

**Bid**

Response/offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

**Bidder**

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

**Contract**

The writings and drawings embodying the legally binding obligations between the Owner and the Proposer for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

**Contract Documents**

The Contract, Addenda (which pertain to the Contract Documents), Proposer Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

**Contract Price**

Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price proposals multiplied by the estimated quantities set forth in the proposal form.

**Contract Time**

Number of calendar days stated in the contract for the completion of the work or portions thereof.

**Contractor/Contractor**

The individual, partnership, corporation, or combination thereof, including joint ventures that enter into the contract with the Owner for the performance of the work. The term covers Sub-contractors, equipment and material suppliers, and their employees.

**Contract Technical Representative**

The day-to-day County Representative designated by the Owner.

**County**

Owner.

**Contractor**

The successful Proposer(s).

**DCSO Staff**

Dawson County Sheriff's Office staff.

**DCDC Staff**

Dawson County Detention Center staff.

**Day**

Calendar day.

**Equipment**

Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

**Furnish**

To deliver to the job site or other specified location any item, equipment, or material.

**Herein**

Refers to information presented in the solicitation document.

**Holidays**

Legal holidays designated by the Owner.

**Install**

Placing, erecting, or constructing complete in place any item, equipment, or material.

**May**

Refers to permissive actions.

**Owner**

Commissioner of Roads and Revenue Dawson County, Dawson County Board of Commissioners, Dawsonville, Georgia and Dawson County Sheriff.

**Person**

The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

**Principal**

Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or their entity, who or which own or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.

**Project**

The undertaking to be performed under the provisions of the contract.

**Proposal**

An offer or statement of a price and project description in response to a request for materials or services to be rendered to the County or its employees

**Proposer**

Any corporation, partnership, individual, sole proprietorship, joint stock Provider, joint venture, or any other private legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP

**Provide**

Furnish and install, complete in place.

**Shall**

Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

**Services**

The services and deliverables as provided in the solicitation and as further described by the Response and the Contract.

**Will**

Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

**Work**

The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
  
3. **Royalties and Patents**

The Prime Contractor shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the Prime Contractor pursuant to the manufacturer's specifications.

#### **4. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

### **B. DURATION OF CONTRACT**

- 1. Contract Term.** The Contract between the County and the Contractor shall begin and end on the dates specified in the County Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. This Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
- 2. Contract Renewal.** The County shall have the option, in its sole discretion, to renew the Contract for additional terms as defined on a year-to-year basis by giving the Contractor written notice of the renewal decision at least thirty (30) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the County, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Contract Renewal Letter. Upon the County's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the County and the Contractor.
- 3. Contract 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 the Services, the County may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the Services.

### **C. DESCRIPTION OF SERVICES**

- 1. Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the solicitation, the terms of the Contract, and as further described in Contractor's Response.
- 2. Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the solicitation or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on

delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the County, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Contract is not exclusive. The County reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

#### **D. COMPENSATION**

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the solicitation and final pricing documents as incorporated into the solicitation and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.
2. **Billings.** If applicable, and unless the solicitation provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the County under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The County shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the County and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the County for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the County in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the County may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County and/or the State may set off the sum owed against any sum owed by the County to the Contractor in the County's sole discretion.

## E. TERMINATION

1. **Immediate Termination.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, which determination is at the County's sole discretion and shall be conclusive. Further, the County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The County determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
  - (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;



- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the County, the State, or a third party.

**3. Notice of Default.** If there is a default event caused by the Contractor, the County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**4. Termination Upon Notice.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the County up to and including the date of termination.

**5. Termination Due to Change in Law.** The County shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- (i) The County's authorization to operate is withdrawn or there is a material alteration in the programs administered by the County; and/or
- (ii) The County's duties are substantially modified.

**6. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the County, the County shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the County is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to

the County under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the County, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require;
- (ii) Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor;
- (iii) Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the County and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- (v) Immediately return to the County any payments made by the County for Services that were not delivered or rendered by the Contractor.

**8. Termination for Convenience of Owner.** The Owner may, at will, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner will not release the Contractor from liability.

**F. CONFIDENTIAL INFORMATION**

- 1. Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the County to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the County. If it is reasonably likely the Contractor will have access to the County's confidential information, then:

- (i) The Contractor shall provide to the County a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the County at all times. Some Services performed for the County may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the County, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
- 3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the County and cooperate with the County in any lawful effort to protect the confidential information.
- 4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
- 5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## G. INDEMNIFICATION

- 1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the County and County officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- (i) Any breach of the Contract;
- (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
- (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
- (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
- (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
- (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
- (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

- 4. Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the County and indemnify the County against any award of damages and costs made against the County by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the County Attorneys, the County shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the County if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the County as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the County or any affiliate or subsidiary of the County has any direct interest by license or otherwise.

- 5. Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

## **H. INSURANCE**

### A. Liability

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance indicating that the successful proper has obtain such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad Provider.

### B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Contractors of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the A & E, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

**ALL-INCLUSIVE HEALTH CARE SERVICES** General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property.

He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

**\*The limits of insurance are as follows:**

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile Insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offeror from Workers' Compensation Acts.
- d) Professional Liability Insurance of at least Two Hundred Fifty Thousand (250,000) Dollars per claim and Five Hundred (500,000) Aggregate, as applicable.

**I. BONDS**

The Contractor shall furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100% of the contract price. The bonds required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. These bonds shall be issued from a Provider licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed Affidavit on the form provided herewith.

Out of state contractors shall post a bond with the State Tax Commissioner for each tax year during construction of the project to guarantee payment of taxes on the work of this Contract.

**J. WARRANTIES**

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the County shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

- 2. Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the County shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor’s warranty, the County shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor’s expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the County shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the County that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State’s use of same and the exercise by the County of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the County.
- 7. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the



Contractor so that the State and the County will not have any obligations with respect thereto.

- 8. Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the County is good and that transfer of title or license to the County is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the County. Except as otherwise expressly authorized by the County, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the County.
- 9. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- 10. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the County as specified in the solicitation. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- 11. County Security.** County requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the County. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the County. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the County. The Contractor shall provide immediate notice to County of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to County of the changed status of any employee, agent or subcontractor granted access to County computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
- 12. Use of County Vehicles.** Contractor warrants that no County vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

- 13. Liens.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

**K. PRODUCT RECALL**

If this Contract includes the provision of goods (such as prescriptions, etc.) and in the event that any of the goods are found by the Contractor, the County, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the County and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the County from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

**L. CONTRACT ADMINISTRATION**

- 1. Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the County Standard Contract Terms and Conditions (including any amendments accepted by both the County and the Contractor attached hereto), the solicitation (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
- (i)** First, by giving preference to the specific provisions of the County General Terms and Conditions.
  - (ii)** Second, by giving preference to the specific provisions of the solicitation.
  - (iii)** Third, by giving preference to the specific provisions of the Contractor's Response, except those objections or amendments by a Contractor that have not been explicitly accepted by the County in writing shall not be included in this Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the solicitation and the Contractor's Response. The failure of the parties to make reference to the terms of the solicitation or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the solicitation and the Contractor's Response. The contractual obligations of the County cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders of various departments or agencies of the State of Georgia now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and County policies and standards in effect during the performance of the Contract, including but not limited to the County's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. 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.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

- (i) Contractor 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; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract 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 Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the County and the Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the County and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Dawson County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the County and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the County of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the County or the Contractor may elect to submit the matter for mediation. Either the County or the Contractor 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 Dawsonville, 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 County 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.

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.

- 9. Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the County. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the County, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the County. The County shall have the right to request the removal of a subcontractor from the Contract for good cause. The successful proposer shall not violate any agreement with any third party by entering into or performing the Services under any agreement created from this solicitation. The services/work performed by the successful proposer under any agreement created from this solicitation will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements).
- 11. Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
- 12. Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual

benefits expected to be derived here from. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the County. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the County and the Contractor for the Services provided in connection with the Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the County and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing and be addressed to the person who signed the Contract on behalf of the party at the address identified in the County Contract. Notices may be sent via email, registered United States Postal Service mail, FedEx or UPS. Each such notice shall be deemed to have been provided:
  - (i)** At the time it is actually received; or,
  - (ii)** Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
  - (iii)** Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail; or
  - (iv)** At the time stamped in the email.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

- 19. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the County and the Contractor 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.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the County are responsive to the County's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Contract represent and warrant to the other parties that:

  - (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
  - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to an imposed upon, the Contractor and the Owner and their respective heir, executors, administrations, successors and assigns.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the County or any authorized representative of the County, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever

such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the County reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection County (EPA) List of Violating Facilities. Contractor will immediately notify the County of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the County if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.
- 29. Taxes.** The County is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The County is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the County with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
- 30. Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the County may declare the Contract void if the above certification



is false. The Contractor also understands that fraudulent certification may result in the County or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the County for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such County equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
34. **Counterparts.** The County and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** The County and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the County or another contractor. The Contractor shall provide full disclosure to the County and the third-party

contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the County has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

- 37. Joint Venture Contract.** In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Owner under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Contractor.
- 38. Business License.** Contractors and Sub-contractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.
- 39. Obligations and Liability of the Contractor.** The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications herein mentioned, at the prices herein agreed upon and fixed therefore.

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Owner as given from time to time during the progress of the work, under the terms of this contract.

The Contractor shall coordinate his operations with those of any other Contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all

claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, employed by the Owner either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the contract. No requirement of this contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions of the contract for changes in the work.

#### **40. Responsibilities of the Contractor**

##### **A. Sub-contractors**

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of Sub-contractors and their employees.

##### **B. Proposer Employees**

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

##### **C. Payment for Labor and Materials**

The Contractor shall pay and require his Sub-contractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The Contractor also shall pay and cause his Sub-contractors to pay any and all accounts for services, equipment, and materials used by him and his Sub-contractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

##### **D. Attention to Work**

The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully.

**E. Employee Safety**

The Contractor alone shall be responsible for the safety of his and his Sub-contractor's employees. The Contractor shall perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

- 41. Ownership of Documents.** All copies thereof furnished to the Owner may be reused on other work. All models are the property of the Owner.
- 42. Separate Contracts.** The Owner reserves the right to let other Contracts in connection with this work. The Contractor acknowledges that the County is not obligated to contract solely with the Contractor for the services/work covered under any agreement created from this solicitation. Nothing in this document shall be construed to restrict the Contractor from providing or entering into other contracts or agreements for the provision of health care services, provided that: (i) such activities do not hinder or conflict with the Contractor's ability to perform its duties and obligations hereunder; (ii) in rendering such services, the Contractor shall neither represent nor imply that such services are being rendered by or on behalf of the County; and (iii) any professional services rendered by the Contractor outside the scope of any agreement created from this solicitation shall not be billed to the County.
- 43. Cleaning Up.** The Contractor shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all rubbish and waste materials resulting from his operations.
- 44. Laws of Georgia.** This Contract shall be governed by the Laws of the State of Georgia. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.
- 45. Emergencies.** In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The Contractor shall supply the Owner with two (2) emergency phone numbers for contact per each working day in the event of an emergency.
- 46. Accidents.** The Contractor shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the

accident shall be reported immediately by telephone or messenger to both the Contractor and any sub-contractor an account of any accident, the Contractor shall promptly report the facts to the Owner, giving full details in writing of the claim.

- 47. Force Majeure.** Neither party will be liable to the other party for nonperformance resulting from labor, strikes, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control or contemplation of either party.
- 48. Obligation Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 49. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the County or another contractor. The Contractor shall provide full disclosure to the County and the third-party contractor about the equipment, software, or services required to perform services for the County. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the County or to another contractor.
- 50. Non-Endorsement and Publicity.** County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

## **J. INCORPORATED DOCUMENTS**

The terms, conditions, and specifications of the solicitation and the Contractor's Response are hereby incorporated by reference and made a part hereof just as if they had been fully set out herein. In the case of any inconsistency or conflict among the specific provisions of the Contract and any incorporated documents, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of any contract terms (such as special terms or an attached contract) included with the solicitation; second, by giving preference to the specific provisions of the solicitation; and third, by giving preference to the specific provisions of the Contractor's Response. Any pre-printed terms and conditions included on Contractor's forms or invoices shall be null and void.

**-End of This Section-**



**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES  
VENDOR'S CHECKLIST**

---

**Provider Name:** \_\_\_\_\_

Please indicate you have completed the following documentation; and submit them in the following order.

YES	ITEM DESCRIPTION
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Price Proposal Form
<input type="checkbox"/>	Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Proposer's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	Contractor Affidavit
<input type="checkbox"/>	Subcontractor Affidavit (if applicable)
<input type="checkbox"/>	Bid Bond Form and Surety Bid Bond (if applicable)
<input type="checkbox"/>	Equal Employment Opportunity (EEO) Practice Form
<input type="checkbox"/>	Legal and Character Qualifications Form
<input type="checkbox"/>	Local Small Business Initiative Affidavit (if applicable)
<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Completed W-9
<input type="checkbox"/>	Copy of Valid Business License
<input type="checkbox"/>	Copy of Any Certificates/Licenses Required within Solicitation
<input type="checkbox"/>	Completed Qualifications Questionnaire and Attachments Required (if applicable)

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES  
VENDOR'S INFORMATION FORM**

1. Legal Business Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_

(Association, Corporation, Partnership, Limited Liability Provider, etc.)

5. Name & Title of Authorized Signer: \_\_\_\_\_

6. Primary Contact \_\_\_\_\_

7. Phone \_\_\_\_\_ Fax \_\_\_\_\_

8. E-mail \_\_\_\_\_

9. Provider Website \_\_\_\_\_

10. Has your Provider ever been debarred from doing business with any federal, state or local agency?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**  
**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES  
VENDOR'S PRICE PROPOSAL FORM (SHEET A)**

Provider Name: \_\_\_\_\_

Items Description	Annual Cost
<b>Option A for On-Site Staffing– to Perform All Scope of Work as Listed within Section D</b>	
<b>Option B for On-Site Staffing– to Perform All Scope of Work as Listed within Section D</b>	
<b>Option C for On-Site Staffing– to Perform All Scope of Work as Listed within Section D</b>	
<b>Pier Diem Rate</b>	<b>Per Detainee Per Day- \$_____</b>
<b>OPTIONAL SERVICES</b>	
<b>ELECTRONIC MEDICAL RECORDS</b> <i>(Please use additional sheets to itemize pricing as needed.)</i>	
<b>TELEHEALTH SERVICES</b> <i>(Please use additional sheets to itemize pricing as needed.)</i>	

-Price Proposal Form to Continue-





**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES  
VENDOR'S PRICE PROPOSAL FORM (SHEET B)**

---

Provider Name: \_\_\_\_\_

All pricing must be on the forms provided. Additional information may be attached to this form. **All costs to Dawson County are to be included in line items quoted above. Any and all combinations of the pricing above may be exercised by Dawson County.**

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET**



**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES  
VENDOR'S REFERENCE FORM**

All references must be from customers for whom your Provider has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Provider Name)

1. Provider _____ Street Address _____ City, State & Zip _____ Contact Person Name _____ Title _____ Phone _____ FAX _____ Email _____ Describe Scope of Work and dates of project/service: _____ _____ _____
2. Provider _____ Street Address _____ City, State & Zip _____ Contact Person Name _____ Title _____ Phone _____ FAX _____ Email _____ Describe Scope of Work and dates of project/service: _____ _____ _____
3. Provider _____ Street Address _____ City, State & Zip _____ Contact Person Name _____ Title _____ Phone _____ FAX _____ Email _____ Describe Scope of Work and dates of project/service: _____ _____ _____

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES**

**EXECUTION OF PROPOSAL**

---

DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the firm.
- \_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**BID #401-22ALL-INCLUSIVE HEALTH CARE SERVICES**

**ADDENDA ACKNOWLEDGEMENT**

---

The vendor has examined and carefully studied the Invitation for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**BID #401-22ALL-INCLUSIVE HEALTH CARE SERVICES**

**DRUG FREE WORKPLACE**

---

I hereby certify that I am a principle and duly authorized representative of:

\_\_\_\_\_

Whose address is:

\_\_\_\_\_

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_

\_\_\_\_\_,  
\_\_\_\_\_ 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 the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES**

**PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

---

I \_\_\_\_\_ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES** was issued except: 1) through the Purchasing Department 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

**PROVIDER NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



## **Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

### **PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND INCLUDE IN THE RESPONSE PACKAGE TO:**

Melissa Hawk  
Dawson County Purchasing Manager  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534  
Phone: 706-344-3500 x 42223  
Fax: (706) 531-2728  
Email: [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Provider Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

**My Commission Expires:**

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





**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation/ Contract No.:</b>	

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / E-Verify™ Provider Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires:

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



## **Dawson County Board of Commissioners** *Local Small Business Initiative*

### **Purpose & Scope:**

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

*Local Small Business Initiative* (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

### **Definition of Local Small Business:**

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

### **The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:**

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;

- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over \$100,000.00.

**Affidavit:**

The County will accept an affidavit that a business meets the County’s standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

**How Incentive Works:**

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation or bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a responsive, responsible price, a local preference credit of 3%.

**Waiver:**

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.



**BID #ALL-INCLUSIVE HEALTH CARE SERVICES  
LOCAL SMALL BUSINESS AFFIDAVIT OF ELIGIBILITY**

*Complete form and submit with your bid. Incomplete forms may be rejected.*

1. Legal Name of Firm \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_ Physical Address (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Year business was established in Dawson County: \_\_\_\_\_
4. Business License Number issued by Dawson County: \_\_\_\_\_
5. Number of Employees: \_\_\_\_\_
6. Average annual gross receipts for past three years: \_\_\_\_\_
7. Business Type (circle one): Corporation, Partnership, Sole Proprietorship
8. Does your business have more than one location in Dawson County?      Yes      No  
If yes, specify the location(s): \_\_\_\_\_  
Is your businesses' principal base of operations in Dawson County?      Yes      No  
Does your business have any locations outside Dawson County?      Yes      No
9. If yes, please specify the location(s): \_\_\_\_\_

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information on this form.

**Attest:** \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ Authorized Signature  
\_\_\_\_\_ Print Name  
\_\_\_\_\_ Title

**Notary Public**  
**Commission Expires:** \_\_\_\_\_  
(SEAL)



**Dawson County Board of Commissioners**

**“VOLUNTARY”**

**Title VI Statistical Data Form**

Used For Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all bids. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

**Instruction for submission: DO NOT INCLUDE WITH BID PROPOSAL. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.**

**BID NAME & BID #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES**

**Please place an “X” on the line that apply**

Owner Gender:	<input type="checkbox"/> Male	<input type="checkbox"/> Female
Owner Race/Ethnicity:	<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
	<input type="checkbox"/> Native Hawaiian or	<input type="checkbox"/> Asian
	<input type="checkbox"/> Other Pacific Islander	<input type="checkbox"/> Two or More Races
Disability:	Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment.	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Minority Owned Business:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Disadvantaged Business Enterprise (DBE) Provider?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Employees:	_____	
Staff Race/Ethnicity make-up: (Provide % on line)	<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Hispanic or Latino
	<input type="checkbox"/> Black or African American	<input type="checkbox"/> American Indian or Alaska Native
	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> Two or More Races

**Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.**

**SAMPLE CONTRACT NUMBER:**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**BID #ALL-INCLUSIVE HEALTH CARE SERVICES**

This Agreement is made and entered into this day of , by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Invitation for Bid #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Contractor agree to perform in accord with the terms of this Agreement.

**ARTICLE 1**

**THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Document, the Invitation for Bid #401-22 **ALL-INCLUSIVE HEALTH CARE SERVICES** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

**1.3 Entire Agreement**

1.3.1 This Contract, together with the Contractor's payment bond, if required, for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

**1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

**1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## **1.7 Unobligated Funds**

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

## **ARTICLE II**

### **CONTRACT DEFINITIONS**

The following terms shall have the following meanings whether in the singular or in the plural:

**2.1 Agreement Execution.** The Agreement Execution means the date both parties execute this Agreement.

**2.2 Contract.** The word contract has the identical meaning as the word Agreement.

**2.3 Contract Documents.** The contract documents consist of this Agreement between the County and the Contractor, the request for proposals, addenda issued before the execution of this Agreement, the Contractor's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

**2.4 Contract Price.** The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Contractor pursuant to a change work order or a supplemental Agreement.

**2.5 Contract Time.** The contract time means the period of time stated herein for completion of work.

**2.6 Cost of Work.** The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of services or any change work order.

**2.7 County.** The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

**2.8 Deliverables.** Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Contractor identified in the scope of services as deliverable to the County.

**2.9 Drawings.** The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.



**2.10 *Liaison.*** Liaison means the representative of the County who shall act as a liaison between the County and the Contractor for all matters pertaining to this Agreement including review of Contractor's plans and work.

**2.11 *Multi-year Contract.*** Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Contractor if appropriations are not made.

**2.12 *Project.*** Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

**2.13 *Specifications.*** Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

**2.14 *Sub-contractor.*** A sub-contractor means any person, firm, partnership, joint venture, Provider, corporation or entity with an Agreement with the Contractor or Contractor's sub-contractor to provide part of the work required by a change work order.

**2.15 *Change Work Order.*** A Change Work Order shall mean a written order to the Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

**2.16 *Work.*** The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Contractor under this Agreement or change work order.

**2.17 *Term of Agreement.*** Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

## **ARTICLE III**

### **THE WORK**

#### **3.1 Scope of Work**

3.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications, amendments to the IFB document, and drawings of the Project and in accordance with the bid and specifications as outlined in Invitation for Bid #**ALL-INCLUSIVE HEALTH CARE SERVICES**.

3.1.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits

and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described in Exhibit "A":

#### **ARTICLE IV**

#### **CONTRACT TIME**

##### **4.1 Time and Liquidated Damages**

4.1.1 The Contractor shall delivery goods/materials as submitted in the IFB bid response upon receipt of the notice to proceed or Purchase Order.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

##### **4.2 Substantial Completion**

4.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

##### **4.3 Time is of the Essence**

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

#### **ARTICLE V**

#### **CONTRACT PRICE**

##### **5.1 The Contract Price**

5.1.1 The Owner shall pay the Contractor the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for IFB. The Contractor and Owner shall periodically review project progress and schedules to ensure timely completion of work and to determine the status of the estimated project budget.

5.1.2 The Contractor agrees that the Contractor shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Contractor before any such billing rate adjustments shall be implemented.

#### **ARTICLE VI**

#### **PAYMENT OF THE CONTRACTOR**

##### **6. Payment**

6.1.1 The Owner shall pay to the Contractor on the basis of an executed invoice submitted by the Contractor shall be detailed to reflect the prices referenced in "Exhibit B" and incorporated herein by reference. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Contractor may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After delivery of the goods/materials by the Contractor, the Owner shall pay the Contractor all outstanding invoices. The Contractor agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for materials furnished, costs incurred, or otherwise arising out

of a change work order, and shall release the Owner from any claim from the Contractor resulting from such change work order and project.

6.1.2 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

6.1.3 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

## **6.2 Withheld Payment**

6.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- (a) Defective work not remedied by the Contractor;
- (b) Claims of third parties against the Owner;
- (c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) Evidence that the work will not be completed in the time required for substantial or final completion;
- (f) Persistent failure to carry out the work in accordance with the Contract; or
- (g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

## **6.3 Completion and Final Payment**

6.3.1 When all of the goods/materials are finally delivered, the Owner will make final inspection of the goods/materials and, if the goods/materials are in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Contractor will return Attachment "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

6.3.2 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final inspection of goods/materials.

6.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending

at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment, as attested to in Attachment "C".

## **ARTICLE VII**

### **THE OWNER**

#### **7.1 Information, Services and Things Required From Owner**

7.1.1 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

#### **7.2 Right to Stop Work**

7.2.1 If the Contractor fails or refuses to deliver the goods/materials in accordance with this Contract, the Owner may order the Contractor to stop the delivery, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that delivery be resumed. In such event, the Contractor shall immediately obey such order. The stop delivery order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

## **ARTICLE VIII**

### **THE CONTRACTOR**

**8.1** The Contractor shall deliver the goods/materials strictly in accordance with this Contract.

**8.2** The Contractor shall supervise and direct the delivery of the goods/materials using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the goods/materials on behalf of the Contractor.

#### **8.3 Warranty**

8.3.1 The Contractor warrants to the Owner that all labor furnished to progress the delivery under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the goods/materials will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

**8.4** The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

#### **8.5 Supervision**

8.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel to ensure shipment of said goods/materials are handled properly. Absent written instruction from the Contractor to the contrary, the undersigned shall be deemed the Contractor's authorized representative at the shipment site and shall be authorized to receive and accept any and all communications from the Owner.

#### **8.6 Cleaning the Site and the Project**

8.6.1 The Contractor shall keep the site reasonably clean during performance of the delivery of the goods/materials as stipulated in the IFB document. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

## **8.7 Indemnity**

8.7.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

8.7.2 In claims against any person or entity indemnified under this Paragraph 8.7 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 8.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE IV**

### **CONTRACT ADMINISTRATION**

#### **9.1 Administration**

9.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for delivery of goods/materials. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

9.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all deliveries.

9.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

9.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

9.1.5 The Owner's Representative will review the Contractor's invoice(s) and will certify those amounts then due the Contractor as provided in this Contract.

9.1.6 The Owner's Representative, shall, upon request from the Contractor, perform steps necessary to determine the date of delivery, will receive records, written warranties and related documents required by this contract and will issue a final invoice upon compliance with the requirements of this Contract.

#### **9.2 Claims by the Contractor**

9.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

9.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 9.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

## **ARTICLE X**

### **CONTRACT TERMINATION**

#### **10.1 Termination by the Contractor**

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

#### **10.2 Termination by the Owner**

##### **10.2.1 *for Convenience***

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the delivery and the Contractor shall stop delivery when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

10.2.1.4 The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(b) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:

- i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 11.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Contractor under this Subparagraph 11.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

10.2.2 ***for Cause***

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the delivery in a timely manner of proper equipment and/or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 11.2.1 and the provisions of Subparagraph 11.2.1 shall apply.

**ARTICLE XI**

**INSURANCE**

**11.1 Contractor's Insurance Requirements**

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period General Liability and Automobile Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 11.1.1 and 11.1.4.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily

injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

11.1.5 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **12.1 Governing Law**

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

#### **12.2 Successors and Assigns**

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

#### **12.3 Severability**

12.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

#### **12.4 Merger**

12.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

#### **12.5 Confidential Information**

12.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.



12.5.2 All documents and materials prepared pursuant to the RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

## **12.6 Litigation and Arbitration**

12.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

## **12.7 Condition Precedent – Litigation**

12.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Contractor hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Contractor shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

## **12.8 Term of Agreement**

12.8.1 This Agreement shall commence on the 1<sup>st</sup> day of January, 2019 and shall terminate on 31<sup>st</sup> day of December, 2019 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days' notice of any price increase requests. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days' notice of the intent not to renew the terms thereof.

## **12.9 Multi-year Contract**

12.9.1 This Contract and Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. The Contract shall be automatically renewed in accord with the term hereof, unless the Owner takes action to terminate the Contract by provided thirty (30) days' notice of the intent not to renew the terms hereof.

12.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

## **12.10 Business Associate Agreement**

12.10.1 The parties acknowledge that they will comply with the Health Insurance Portability and Accountability Act of 1996, as more fully set forth in the Business Associate Agreement included in the sample contract, Attachment "A".

12.10.2 During the term of any agreement created from this solicitation, the County shall make available to the provider all patient records and information reasonably necessary for the performance of the provider's duties hereunder. The provider agrees to maintain said records in accordance with the county policy and subject to the provisions of the Business Associate Agreement included in the sample contract, Attachment "A".

**12.11 Notices**

12.11.1 Any notice to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. This Agreement and any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink. Notice shall be delivered as follows:

Owner:

Dawson County Board of Commissioner

Attn: Melissa Hawk

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Phone: 706/344-3500

Email: mhawk@dawsoncounty.org

Contractor:

-Signature Page to Follow-

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

**OWNER:  
DAWSON COUNTY, GEORGIA**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Attest:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** County Clerk

**CONTRACTOR:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Attest:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**

-End of Exhibit "A"-

**EXHIBIT “B”**

-End of Exhibit “B”-

**EXHIBIT "C"**

**AFFIDAVIT OF PAYMENT OF CLAIMS**

**(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)**

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_ appeared before me \_\_\_\_\_, a Notary

Public, in and for \_\_\_\_\_, and being by me first duly

sworn states that all subcontractors and suppliers of labor and materials have been paid all sums

due them to date for work performed or material furnished in the performance of the contract

between:

Dawson County Board of Commissioners and \_\_\_\_\_ (Contractor),

last signed \_\_\_\_\_, 20\_\_\_ for the #401-22 ALL-INCLUSIVE HEALTH CARE SERVICES  
HEALTH CARE SERVICES

contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*(Seal)*

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

*(Notary Seal)*

## ATTACHMENT "A"

### BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made and entered into as of December \_\_\_\_, 2021, by \_\_\_\_\_ Services and between Dawson County Government, an organized under the laws of the ("Covered Entity") and , a organized under the laws of ("Business Associate", in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

#### BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

D. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

E. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

F. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

G. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

H. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.

I. “HHS” means the U.S. Department of Health and Human Services.

J. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

K. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

M. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. N. “Security Incident” means the attempted or successful



unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

## 2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act’s implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. Reporting Breaches of Unsecured PHI. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. Mitigation of Disclosures of PHI. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. Agreements with Agents or Subcontractors. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. Audit Report. Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. Access to PHI by Individuals.

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person

who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination.

A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach.

Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

#### 16. Effect of BAA.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:

B. If to Business Associate, to:

Dawson County Government  
Attn: Melissa Hawk  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534  
[mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

19. Amendments and Waiver. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30-days' prior written notice to the other Party.

-Signature Page to Follow-

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Dawson County Government**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_