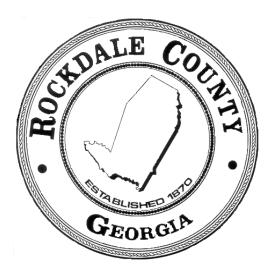
REQUEST FOR PROPOSALS

No. 22-28

ROCKDALE COUNTY, GEORGIA

July 6, 2022

FUNCTIONAL FAMILY THERAPY FOR COURT INVOLVED FAMILIES



ROCKDALE COUNTY FINANCE DEPARTMENT PROCUREMENT OFFICE 958 Milstead Avenue CONYERS, GA 30012 770-278-7552

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for <u>Functional Family Therapy for Court</u> <u>Involved Families</u>. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department Purchasing Division Attn: Meagan Porch 958 Milstead Avenue Conyers, GA 30012 Phone: (770) 278-7557, Fax: (770) 278-8910 E-mail: meagan.porch@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:

Technical Proposal:

Two (2) hard copies, one (1) original hard copy, and one (1) Flash Drive in Adobe PDF format will be required for review purposes. (Original must be clearly marked "Original" and the Copies clearly marked "Copies."). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form". A copy of the Price Proposal Form should also be included on the USB Drive submitted.

CONTRACT TERM:

One (1) year with the option to renew two (2) additional one (1) year periods, renewable each year.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than <u>2:00 P.M., local time, Thursday, August 4, 2022</u>. Proposals received after this time will not be accepted.

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to <u>meagan.porch@rockdalecountyga.gov</u> or at the above address no later than <u>2:00</u> <u>p.m., local time, on Thursday, July 28, 2022</u>. It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at <u>www.rockdalecountyga.gov</u>, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at <u>www.rockdalecountyga.gov</u> Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at <u>www.rockdalecountyga.gov</u>, Bid Opportunities for any addenda that may be issued, prior to <u>submitting a proposal for this RFP</u>.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

PROPRIETARY INFORMATION

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

INTERVIEWS

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

| Coverages: | Limits of Liability: |
|--|--------------------------------|
| Workers' Compensation | Statutory |
| Employers' Liability | \$1,000,000.00 |
| Bodily Injury Liability | \$1,000,000.00 each occurrence |
| except Automobile | \$1,000,000.00 aggregate |
| Property Damage Liability | \$1,000,000.00 each occurrence |
| except Automobile | \$1,000,000.00 aggregate |
| Personal & Advertising Injury Limit | \$1,000,000.00 |
| Products / Completed Ops. | \$2,000,000.00 aggregate |
| Automobile Bodily Injury | \$1,000,000.00 each person |
| Liability | \$1,000,000.00 each occurrence |
| Automobile Property Damage Liability | \$1,000,000.00 each occurrence |
| Professional Liability/General Liability | \$1,000,000.00 |

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia 958 Milstead Avenue Conyers, GA 30012

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities, and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, 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 proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County 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.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

- 1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
- 2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
- 3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
- 4. The following number, RFP No. <u>22-28</u> must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
- 5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
- 6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
- 7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
- 8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
- 9. Telephone, Emailed or Facsimile proposals will not be accepted.
- 10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
- 11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
- 12. If applicable, warranty information shall be provided.
- 13. Proposers shall state delivery time after receiving order.
- 14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

DESCRIPTION OF REQUEST/SCOPE OF WORK:

BACKGROUND INFORMATION

In 2011, the Special Council on Criminal Justice Reform was formed to study Georgia's criminal justice system and was charged by Governor Deal with recommending policy changes. In keeping with Governor Deal's goal of increasing public safety through a more effective juvenile system, CJCC and the Juvenile Justice Funding Committee seeks local juvenile justice projects that aim to reduce the number of youths served in out of home placements. The goal is to reduce the number of youths who have typically been committed to DJJ by serving those youth with evidence-based programs within the community. http://gov.georgia.gov/press-releases/2012-12-18/criminal-justice-reform-report-released.

REQUEST FOR PROPOSALS (RFP) PURPOSE

Rockdale County Juvenile Court has submitted a request for funding to Criminal Justice Coordinating Council (CJCC) to provide Functional Family Therapy (FFT) services that re-direct juveniles, minimize criminogenic traits involving negative socialization and address and foster positive community values effecting a reduction in detention and felony commitments.

The purpose of this Request for Proposals (RFP) is to seek proposals from qualified entities that have the capacity and experience to deliver FFT for court-involved youth and their families. We serve between five (5) and fifteen (15) youth on a daily basis.

We are looking to add FFT to the following evidence-based services already in place: RESHAPE (REAL Essentials and Safe Dates); Youth Reporting Center (Day and Evening Programs); Drug Court (CBI-SA, MRT and Prime Solutions); Resource Court (Thinking for a Change); Family Treatment Court (Strengthening Families, Triple P Parenting, adult SU treatment); and a Mentoring program.

SCOPE OF WORK

- Provide FFT services to Rockdale County Juvenile Court-involved youth and their families
- Provide FFT services in the homes of the juvenile and his/her family, unless virtual services are necessary to protect the health of the family and/or provider, and as approved by the court
- Provide FFT services in Spanish, upon request of the court
- Ensure fidelity of FFT services provided
- Provide reports showing results on requested CJCC performance indicators

ELIGIBLE BIDDERS

Bidding organizations may be public or private, for profit or not-for-profit and/or community-based organizations organized in accordance with State & Federal law and in existence for 5 years.

SUMMARY – NO MORE THAN 4 PAGES TOTAL

The successful respondent to this RFP would serve as the primary coordinator for services to be delivered at Rockdale County Juvenile Court under the 2023 Juvenile Justice Incentive Grant Program. Please review and provide the following in no more than two pages:

| Relevant Work Experience & References - 40% | |
|---|---|
| Must have at least 2 years' experience working with | Provide a list with name, address and email of |
| pre/post adjudicated youth | juvenile courts worked with |
| Must have implemented with-in the past 2 years | Provide list of evidenced-based services |
| evidenced-based curriculums, services and/or programs | curriculums, services and/or programs with a |
| | brief description |
| Must have implemented with-in the past 2 years | Provide a list of services implemented and |
| services at a court designated site and/or ERC Center | location |
| Must have worked with a variety of community-based | Provide a list with name, address, and email of |
| organizations | community-based organizations worked with |

In addition to the above information please provide a summary of no more than two pages (single or double spaced, 12-point font) describing the following:

- Staff Experience and Qualifications 20%
- Organization History with Mission Statement and year established 10%
- Current Programs and Services 20%
- Cost 10%

PROPOSAL FORM – RFP #22-28

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

| 1. | Cost per Day | \$ |
|----|---|----|
| 2. | Other Cost (Please List Separately Below) | \$ |
| 3. | | \$ |
| 4. | | \$ |

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

| | Date Vendor Received | Initials |
|-----|----------------------|----------|
| "1" | | |
| "2" | | |
| "3" | | |
| "4" | | |
| "5" | | |
| "6" | | |

PART III: Vendor Information:

| Company Name | |
|-----------------------------|--|
| Address | |
| Telephone | |
| E-Mail | |
| Representative (print name) | |
| Signature of Representative | |
| Date Submitted | |

ROCKDALE COUNTY BOARD OF COMMISSIONERS NON-COLLUSION AFFIDAVIT OF VENDOR

| State of |) | |
|-----------|---|---|
| County of |) | |
| that: | | , being first duly sworn, deposes and says |
| (1) He is | | (owner, partner officer, representative, or |
| agent) of | , | the Vendor that has submitted the attached RFP; |

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

| (Signed) | | |
|--|--------|--------------|
| (Title) | | |
| Subscribed and Sworn to before me this | day of | <u>,</u> 202 |
| Name | | |
| Title | | |
| My commission expires (Date) | | |

ROCKDALE COUNTY BOARD OF COMMISSIONERS NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

| State of |) | |
|---------------|---|---|
| County of |) | |
| | | , being first duly sworn, deposes and says that: |
| (1) He/She is | | (owner, partner officer, representative, or |
| agent) of | | , the sub-contractor that has submitted the attached RFP: |

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

| (Signed) | | |
|--|--------|--------------|
| (Title) | | |
| Subscribed and Sworn to before me this | day of | <u>,</u> 202 |
| Name | | |
| Title My commission expires (Date) | | |

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will contract for the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

NOTARY PUBLIC My Commission Expires:

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _______. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

<

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 202__.

Notary Public My commission Expires:

^{*}Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

SAMPLE CONTRACT (PAGE 1 OF 8)

CONTRACT FOR SERVICES

Rockdale County Juvenile Court

This Contract for services entered into on this _____ day of _____ 2022, by and between the parties ______, a _____ corporation, authorized to do business in Georgia, (hereinafter referred to as "Contractor"), and Rockdale County, a local governmental entity, (hereinafter referred to as "County"), sets forth the rights, understandings and obligations by and between Contractor and County for the employment of Contractor by County to provide services for eligible children and their families through the Juvenile Court of Rockdale County.

1.

<u>Scope of Services:</u> CONTRACTOR will provide Functional Family Therapy (FFT) for Rockdale County court-involved youth and their families in the homes of the juvenile and his/her family, will confirm a budget, assist with the selection of therapeutic Contractors, manage the direct Contractors, ensure fidelity of services implemented, provide reports showing results of the programs and meet the goals established by the State and the County for performance and delivery of services to the families as follows:

- Selection of and subcontracting with Contractors. County will approve selections.
- Coordination with model dissemination organizations, including arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Web-based, system-wide data tracking to allow for program monitoring and continuous quality improvement.
- Regular (i.e., monthly, quarterly and annual) reporting on key performance indicators.
- Collaboration with referral agencies and courts to ensure high utilization of model programs.
- Stakeholder communications and education to ensure sustainability of funding and effort.

In addition, CONTRACTOR will provide training to key stakeholders, regional groups and/or circuits on CONTRACTOR programming for juvenile offenders upon request. The training will include information on the research base behind each of the models, including program outcomes, cost-benefit analysis, program eligibility, referral criteria and other areas of interest as identified by the groups. These sessions will be open to all stakeholders, policymakers, and practitioners.

2.

<u>Compensation</u>: The contract amount under this Agreement shall not exceed the grant award amount unless agreed to in writing by both parties.

Rate is based on standard per day cost, length in program and projected number of youth and families to be served not to exceed the grant award amount.

A. Case rate of \$_____ per youth and family

B. Length in program _____ Days

C. Projected number of youth and family to be served – _____ youth and families.

SAMPLE CONTRACT (PAGE 2 OF 8)

County will be required to submit check stubs and copies of invoices to Criminal Justice Coordinating Council (CJCC) for reimbursement on a monthly basis.

The percentage completion rate as indicated in the executed County and CJCC contract:

- A. CONTRACTOR will guarantee the percentage completion rate and will successfully complete all components of the program leading to successful discharge.
- B. If there is less than the percentage completion rate, CONTRACTOR will provide services, at no cost, to additional juveniles and their families until such time as an aggregate total is attained.
- C. CONTRACTOR shall maintain supporting documentation such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, subcontractor agreements and Contractor contracts.

3.

<u>Copyrights and Right to Data:</u> CONTRACTOR AnalyticsTM, CONTRACTOR AccountabilityTM and CONTRACTOR AssetsTM are solely owned by CONTRACTOR and have been carefully developed, and the County has no right to claim any interest, demand of any claim of any kind, to any patent, trademark or copyright, or application of the same. All rights are vested in CONTRACTOR.

4.

Program Requirements:

- A. <u>Religion</u>: Programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.
- B. <u>Federal Criminal Background Checks</u>: CONTRACTOR must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place prior to the provision of services by program personnel and the County must review and maintain a copy of these records for CJCC auditing purposes.
- C. <u>Internet Security Policy</u>: Establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

5.

<u>Performance Objectives:</u> The State identified goal for performance of the Counties. These performance metrics are provided in "Exhibit B."

SAMPLE CONTRACT (PAGE 3 OF 8)

6.

<u>**Term:**</u> Contract is valid until ______, 2023 with an option to renew two (2) additional one-year terms.

7.

Termination: Either party may terminate this Agreement for cause upon providing a notice to the defaulting party, giving 30 days to cure. If the violation of this Agreement is not cured within 30 days, the non-defaulting party shall notify the defaulting party of the termination date. All fees and costs due and owing shall be paid within 15 days of termination. Either party may terminate this Agreement for convenience upon providing a notice to the other party giving 90 days' notice. All fees and costs due and owing shall be paid within 15 days termination.

8.

<u>Governing Law and Venue</u>: This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of Georgia.

9.

<u>Mutual Release/Indemnification</u>: Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

10.

<u>Notices:</u> Any notice required to be given to parties shall be in writing and shall be deemed given when delivered by hand or one of the following: U.S. Mail, Receipted Mail (such as Federal Express or Priority Mail), Email, or Facsimile. Any party may change the address to which notice is to be given by written documentation given in one of the methods listed herein.

| | County Lead Contact | CONTRACTOR |
|---------|------------------------------------|------------|
| Name | Diana Summers, Programs | |
| | Administrator | |
| Address | 922 Court Street | |
| | Conyers, GA 30012 | |
| Email | Diana.summers@rockdalecountyga.gov | |
| Phone | 770-278-7763 | |

SAMPLE CONTRACT (PAGE 4 OF 8)

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

CONTRACTOR NAME HERE

ROCKDALE COUNTY, GEORGIA

By: _____

By:___

Osborn Nesbitt, Sr., Chairman

Name and Title (Typed or Printed)

Federal Tax I.D. Number

Witness:

Attest:

Jennifer O. Rutledge, Executive Director/County Clerk

Approved As To Form:

M. Qader A. Baig, County Attorney

SAMPLE CONTRACT (PAGE 5 OF 8)

Exhibit A

List of Model Evidence-Based Programs Program Referrals and Intake Staffing

<u>Exhibit B</u>

Goals and Objectives

- a. Program Goals
- b. Program Objectives

SAMPLE CONTRACT (PAGE 6 OF 8)

EXHIBIT A

The specific evidenced-based program(s) to be managed by Contractor and selected by Rockdale County during the FY 2019-22 funding cycle will include:

• **Functional Family Therapy (FFT)** is cited in multiple lists, most notably by the Blueprints for Healthy Youth Development of the Center for the Study and Prevention of Violence, Crime Solutions of the United States Department of Justice, the Washington State Institute of Public Policy and others as one of only a few research proven programs for reducing juvenile delinquency and improving youth and family outcomes. FFT focuses on treating youth aged 11-18 ranging from at-risk preadolescents to youth with very serious problems such as conduct disorder. Treatment duration is approximately 1-3 sessions a week for 3-4 months; home-based; and scheduled during the day or evenings as convenient for families.

This proposed intervention is appropriate for delinquent youth and has been rigorously researched and found to be effective for at-risk youth with histories of aggression, violence and/or substance abuse disorders. The program is most effective when delivered with strict fidelity adherence and when a range of criminogenic needs are addressed. Thus, the practice proposed is evidence-based, can be delivered in the community, replicated in diverse communities, involve the family, and target the issues proven to correlate with delinquency.

Case Rates are provided as follows. (These rates are subject to adjustment on a yearly basis in accordance with the Consumer Price Index or another adjustment factor agreed by the parties).

FFT – ____ day treatment = \$_____ case rate

a. Program Referrals and Intake

CONTRACTOR and Rockdale County (the Partners) commit to establishing program referrals and intake procedures consistent with the parameters and requirements of the evidence-based program selected. The Partners also commit to developing:

- Detailed description of how the DJJ Detention Assessment Instrument (DAI) and the Pre-Disposition Risk Assessment will be utilized to ensure consistency and uniformity in decision-making
- Training for Court intake officers so they can appropriately explain these services to parents, and development of a standardized written consent form that must be obtained from all caregivers to refer youth to these services.

Staffing

a. Staff Roles and Responsibilities

SAMPLE CONTRACT (PAGE 7 OF 8)

CONTRACTOR will assign a part-time CONTRACTOR project manager who will ensure strict adherence to each of the selected program's established protocols.

The CONTRACTOR Project Manager is responsible for:

- Providing overall project oversight and management with a rigorous focus on meeting or exceeding expected outcomes.
- Facilitating stakeholder collaboration and management to ensure continuous buy-in and support for the diversion initiative and CONTRACTOR services.
- Ensuring an adequate number of referrals and point in time utilization of slot capacity for all provider agencies and working with the Court as needed to resolve referral issues.
- Overseeing the procurement, hiring, orientation, training, model adherence, administrative management, and accountability of all provider agencies and clinical teams, and sharing outcome data and improvement plans with key stakeholders.

b. *Staff Orientation and Training*

All CONTRACTOR program therapists, supervisors and facilitators will receive required initial and ongoing training in the models from the respective national dissemination organizations to ensure model adherence. CONTRACTOR will broker this training for all selected Contractors, and engage in additional provider readiness, technical assistance, and support activities to ensure provider effectiveness, including:

- CONTRACTOR will send all providers an organizational checklist that includes all administrative, programmatic, and purchasing requirements for model implementation with an associated timeline and oversee adherence to this timeline.
- Meet with the agency executive directors to review and approve their plans for integrating the new teams into their organization and establishing the appropriate structures and organizational culture needed to support model adherence.
- Assist and oversee the hiring of all supervisors and facilitators and implement **CONTRACTORssets**TM to help providers recruit and retain staff more effectively.
- Monitor model adherence and case outcomes, and work with national CONTRACTOR program Contractors and providers to implement ongoing training and technical assistance to address improvement needs.

SAMPLE CONTRACT (PAGE 8 OF 8)

EXHIBIT B

Goals and Objectives

Each applicant must utilize all of the following goals and performance objectives for its project. Applicants may add goals or objectives specific to their program.

Goals

- 1. Reduce felony commitments to DJJ and STP admissions in the target county.
- 2. Increase the use of evidence-based practices in Georgia's juvenile justice system by initiating community-based juvenile justice programs.
- 3. Reduce the recidivism rate of youth involved with Georgia's juvenile justice system.
- 4. Reduce annual secure detention rate of target county.
- 5. Reduce annual secure confinement rate of target county.
- 6. Demonstrate a cost-savings to Georgia citizens through provision of research-informed services to youth in juvenile justice system.

Performance Objectives

- 1. The DAI and PDRA will be used on all youth considered for grant programing with all scores reported in JTS or the Juvenile Data Exchange (JDEX) when available. Additionally, when available, grantees are encouraged to use the Juvenile Needs Assessment (JNA) on all youth considered for grant funding.
- 2. All participants will score medium to high on the PDRA.
- 3. At least 75% of participants will complete program requirements.
- 4. At least 55% of youth completing services will not be re-offend as calculated using this recidivism definition below:

A new charge (within three years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.

5. Each project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth. (Selected projects will be provided a marginal cost rate in order to perform this calculation).

WORK REFERENCES

| Company Name/Location | Description of Work | Name of Person Approving Work and Telephone No. | Time Period of Project |
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SUBCONTRACTORS

Instructions: Type or clearly print all information.

| NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR | SUBCONTRACT WORK | DOLLAR VALUE OF SUBCONTRACT WORK |
|---|------------------|-------------------------------------|
| 1. | | |
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Representative's Signature: _____ Date: _____

PROPOSAL CHECKLIST

THREE (3) HARDCOPIES (one (1) original, two (2) photocopies) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:

| Proposal Form (See Page 10) |
|--|
| All Applicable Affidavit Forms (See Pages 11 - 14) |
| Work References (See Page 23) |
| Subcontractors (See Page 24) |
| Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions |
| Proof of Business License |

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist.