

REQUEST FOR PROPOSALS

No. 21-19

ROCKDALE COUNTY, GEORGIA

July 28, 2021

Behavioral Health Services For Courts



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

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for the **Behavioral Health Services for Courts**. 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:

Four (4) hard copies and one (1) original hard copy and one 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".

CONTRACT TERM:

The Contract Term will be Twelve (12) months, with option to renew Two (2) additional Twelve (12) month periods.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, August 26, 2021.** Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will not be a Pre-Proposal Conference.

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, August 19, 2021**. It shall be the proposers 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 www.rockdalecountyga.gov, 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 www.rockdalecountyga.gov Bid Opportunities, Current Bids. 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 www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

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.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- Relevant Work Experience and References **(25%)**
- Staff Experience and Qualifications **(20%)**
- Brief History and Year Established **(10%)**
- Current Practice Models and Activities Utilized **(20%)**
- Pricing **(25%)**

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:

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

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.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

BONDS:

N/A

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

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.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. **The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

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. **21-19** 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 first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
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, Telegraphic 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.

Request for Proposal:

The purpose for this Request for Proposal (RFP) is to identify and secure entities that have the capacity and experience to deliver Behavior Health Services including but not limited to substance abuse treatment and/or mental health services for court-involved consumers.

Eligible Bidders:

Bidding individuals and organizations may be public or private, for profit or not-for profit and/or community-based organizations and individuals properly organized in accordance with State & Federal laws. Applying entity must possess a professional license or certification in accordance with State & Federal laws to be able to provide behavioral health services.

SCOPE OF WORK:

See attached sample Contract for Scope of Work and Terms and Conditions. Please note, this contract is a sample and Rockdale County reserves the right to make changes.

PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

PART I: Adjunct Services:

Indicate any adjunct services offered that are included in group or individual cost:

Service	Price	Service	Price
Drug Treatment: Group Counseling:		Treatment Attendance at Court Session (2 Months for DUI)	
Individual/Family Counseling		Treatment Attendance at Court Session (4 Months for Drug)	
Health Screening: Nurse Assessment		Treatment Attendance at Court Session (4 Months for Resource)	
Resource Court/Jail Services		Treatment Attendance at Court Staffing (2 Months for DUI)	
Family Education Services (Quarterly) (Drug Court)		Treatment Attendance at Court Staffing (4 Months for Drug)	
Clinical Assessment/LSCMI/ASI		Treatment Attendance at Court Staffing (4 Months for Resource)	
Resource Court LSCMI		Treatment Attendance at Court Staffing (2 Months)	
Group Counseling		Treatment Attendance at Court Session (2 Months)	
Mental Health Evaluation/Intake		Additional Costs – Staff Meetings to be done by Zoom/Virtual Meetings	
Case Management (Resource Court)			

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.

Addenda	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	

SUBRECIPIENT AGREEMENT
BETWEEN
ROCKDALE COUNTY, GEORGIA AND _____

This agreement entered into on the _____ day of _____ between **ROCKDALE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "County" and _____, hereinafter referred to as "Subrecipient" or "_____".

WHEREAS, the County has applied for and been awarded Federal funds as identified in Exhibit "A"; and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

1. SCOPE OF SERVICES

Adult Accountability Courts

The service provider shall provide comprehensive alcohol and drug abuse treatment services and/or mental health services for participants for:

- a minimum of 18 months for the DUI Court participants
- a minimum of 18 months for the Drug Court participants
- a minimum of 18 months for the Resource Court participants
- a minimum of 18 months for the Family Treatment Court participants

which meet federal guidelines and the Treatment Standards established by the Judicial Council of Georgia – Standing Committee on Accountability Courts. A copy of the required Standards can be located at <http://georgiacourts.gov/index.php/aoc/court-services/accountability-courts/209>

The services under contract shall include, but not necessarily be limited to, the following:

1.1 Subrecipient Services: The Subrecipient shall furnish in totality all labor, materials, and other equipment necessary to provide alcohol and substance abuse treatment, mental health treatment, and other services as identified to the clients of the Rockdale County Accountability Court Programs. The Subrecipient will conduct a complete Clinical assessment and determine an individualized treatment plan with the assistance of the participants. The treatment plan will be reviewed with the participant periodically to ensure compliance and accuracy.

- a. The Subrecipient will identify specific, research-based curricula and conduct multiple groups specific to and for participants in various phases of the Treatment Court Program. The Subrecipient will provide such groups during the evening, weekdays, weekends and any time needed. Such groups will last an hour and a half to three hours with breaks as needed. The Subrecipient will be aware that different phases of the program may be conducted at simultaneous times during the week. The Subrecipient will provide for

individual counseling as warranted by individual participants throughout the program.

- b. The Subrecipient will agree to report and provide all treatment information to the Rockdale County Treatment Court and its affiliates as requested; including but not limited to treatment plans and information shared in group. The Subrecipient will keep the Court current using the Court's case management software, including the submission of all state required data points.
- c. The Subrecipient will agree to appoint and provide a consistent, knowledgeable representative to attend weekly staffing and Court sessions to ensure proper information is used in imposing sanctions and incentives.
- d. The Subrecipient will agree to have adequate meeting space available for all necessary Court participant groups, with these meetings spaces being within an easily accessible distance from the Courthouse.
- e. When called upon, the Subrecipient shall establish a Memorandum of Understanding with each of the Treatment Court Programs to operationally define the details of services provided by the Subrecipient. This will involve the creation of forms, contracts, releases, etc. as well as development and approval of curriculum and the treatment process.
- f. The Subrecipient will agree that they will be a member of the Treatment Court team but not necessarily a management member. The Treatment Court Judge and Treatment Court Director will be making the final administrative decisions regarding personnel.

1.2 Subrecipient Qualifications:

- a. The Subrecipient must be compliant with the Treatment Standards established by the Judicial Council of Georgia – Standing Committee on Accountability Courts.
- b. The Subrecipient will have a history of service in the field of substance abuse, mental health, knowledge of the criminal justice system, and an understanding of the Treatment Court concept.
- c. The Subrecipient will have a staff large enough to accommodate the Treatment Court participants and be willing to grow with the program. This includes notifying the Court when additional funding is needed for more staff.
- d. The Subrecipient will provide the Court qualified, trained, experienced staff to meet the challenges faced by the criminal justice/substance abuse population, as well as, the proper documentation to support qualifications.

1.3 Specific Requirements for Treatment Court Program Treatment

- a. The Subrecipient must explain and demonstrate, through example, its theoretical background to ensure adequate, effective services will be provided to the participants. This should include what the Subrecipient believes will be necessary for the participants to succeed.
- b. The Subrecipient must provide a floor plan showing the total size of its building and designated space to be committed to the Treatment Court participants and provide a description for remote participation and improved

technical hardware and software to conduct remote treatment due to the COVID pandemic.

- c. The Subrecipient must propose a *preliminary* plan for the treatment process including how the evaluation will be conducted, schedule of group times, general topics to be addressed during each phase, curriculum selection possibilities.
- e. The Subrecipient must provide the Court with documentation regarding qualifications of staff that will be assigned to the program. If such staff is not currently appointed, the Subrecipient will inform the program of the qualifications that can be expected from staff working with the program. Additionally, the Subrecipient should respond on how they will handle treatment for non-English speaking participants.
- f. The Subrecipient must include a dollar amount anticipated per participant for each group session, individual session, Clinical assessment, Nursing Assessment, LS/CMI assessment, treatment attendance in staffing and Court, and any other fee or fee schedule anticipated.
- g. The Subrecipient shall submit a monthly invoice for payment by the 15th of the month for services rendered in the previous month.
- h. The Subrecipient shall in writing designate the primary liaison from the treatment providers to the court. The designated liaison will attend staffing meetings and update the court on all participants.

2. TERM AND TERMINATION

2.1 Term: This Agreement is effective as of the _____, **2021** and shall terminate on the _____, **2021**. The term of this Agreement may be reduced in the manner hereinafter set forth under Paragraph (2.2) entitled "Termination".

2.2 Termination by Rockdale County:

- (a) Termination for Convenience: Rockdale County may terminate this Agreement at any time for any reason (or no reason) upon thirty (30) days prior written notice. As full compensation under this Agreement, Subrecipient shall be entitled to compensation earned prior to the date of the notice of termination.
- (b) Termination for Cause: This Agreement may be terminated by Rockdale County immediately and without prior notice for any of the following:
 - i) Subrecipient's failure to perform his or her duties in a competent manner, as determined by the Accountability Court judge in his/her sole discretion;
 - ii) Subrecipient's failure to perform duties assigned, as determined by the Accountability Court Judge, in his/her sole discretion;
 - iii) Subrecipient is charged with a felony, crime of moral turpitude, act of fraud or other crime involving dishonesty, or any crime against children;

- iv) Subrecipient violates any applicable duties of confidentiality;
- v) Subrecipient uses any illegal drug; or
- vi) Subrecipient commits any act or acts that could reflect discredit on or bring disrepute to the County.

2.3 Termination by Subrecipient: Subrecipient may terminate this Agreement with or without cause upon thirty (30) days prior written notice.

3. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

A. Subrecipient:

B. County:
Rockdale County Finance Department
Tina Malone
P.O. Box 289
Conyers, GA 30012
770-278-7552
tina.malone@rockdalecountyga.gov

4. REPORTING & COMPLIANCE

A. Reporting Requirements

All records of Subrecipient pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 45 CFR Part 74 or 45 CFR Part 92 as applicable.

B. Records, Access and Maintenance

Subrecipient shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the County, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the County with respect to any questioned costs, audit disallowance's, litigation or dispute between Subrecipient and County shall be maintained for the time needed for the resolution of any such issue and

that in the event of early termination of this Agreement, or if for any other reason the County shall require a review of the records related to the Project(s), Subrecipient shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. Use of Federal Grant Funds

Subrecipient acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to the County for the purposes of performing the work and activities as stated above in the Scope of Service. Subrecipient shall fully reimburse the County for any cost of the Subrecipient which is disallowed by any federal agency and which must be refunded thereto by the County.

5. **COMPENSATION**

Compensation schedule is Exhibit B “Fee Schedule for Drug Court/DUI Court/Resource Court/Family Treatment Court”.

The Subrecipient shall submit to Rockdale County a weekly statement showing the dates and times worked, a brief description of the services provided, the total number of hours worked, the hourly rate of payment and the total amount due. The rate of payment for any services shall not exceed the rate prescribed in this Agreement for provision of services between the County and Subrecipient. Payments will be made according to the accounts payable schedule maintained by the Finance Department.

The County reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of funds, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the County will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

7. **GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with:

- Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- The financial and administrative requirements as set forth the Federal Funding Accountability and Transparency Act of 2006; and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

B. Independent Contractor

Subrecipient is engaged as an independent contractor and not as an employee of Rockdale County. Subrecipient is not entitled to participate in Rockdale County's health insurance program, pension plan, and/or other benefits provided to full-time employees of Rockdale County. As an independent Contractor, Subrecipient is responsible for the payment of applicable social security and employment taxes. Subrecipient shall not be entitled to unemployment compensation upon termination of this Agreement or worker's compensation for any injuries sustained while performing the scope of work under this Agreement. Subrecipient shall provide his or her own transportation and pay all related expenses such as gasoline, maintenance, insurance, repairs, license fees, and ad valorem taxes.

C. Hold Harmless/Indemnification

Each party agrees to be responsible for the acts and /or omissions of its own agents and employees' performed within the scope of employment. _____, a statutorily created public corporation of the State of Georgia, cannot waive immunity conferred by the Georgia Constitution. _____ maintains insurance coverage through the State's risk management plan applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by _____. _____ has no coverage applicable to third-party acts or omissions and can undertake no obligation that might create a debt on the state treasury.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County.

F. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments will not invalidate this

Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement. No modification of the contract is binding unless it is in writing and signed by the parties hereto.

G. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of laws provisions.

H. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Rockdale County, Georgia, and the parties agree that venue in such court is appropriate.

8. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Subrecipient from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the County.

2. Conflict of Interest

No member of the County's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

9. ENTIRE AGREEMENT

This Agreement represents the sole and entire agreement between the Subrecipient and the County and all offers, negotiations, or agreements between the parties are merged herein.

~SIGNATURE SECTION FOLLOWS ON NEXT PAGE~

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

ROCKDALE COUNTY, GEORGIA

(VENDOR/CONTRACTOR)

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____
(Name)

Attest:

Jennifer O. Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

EXHIBIT "A"
FEDERAL FUNDING SOURCES

Department of Health and Human Services

Substance Abuse and Mental Health Services Administration (SAMHSA)
Grant Number: 1H79SM061692/1H79TI08042
Award Date: September 23, 2014/May 25, 2018
FAIN Number: SM061692/TI080842
CFDA Number: 93.243/93.243
EIN: 1586000882A2/1586000882A2
Project Title: Rockdale County Treatment Court Collaborative/
Rockdale County Family Treatment Court

Department of Health and Human Services

Substance Abuse and Mental Health Services Administration (SAMHSA)
Grant Number: 1H79TI025000
Award Date: September 30, 2014
FAIN Number: TI025000
CFDA Number: 93.243
EIN: 1586000882A2
Project Title: Rockdale County DUI Court Supervised Treatment Program

Department of Justice

Office of Justice Programs
Grant Number: 2015-DC-BX-0058
Award Date: September 30, 2015
EIN: 58600080
Project Title: Rockdale County Juvenile Court Addressing Systematic Barriers

Department of Justice

Office of Justice Programs
Grant Number: 2014-RW-BX-0011
Award Date: 9/23/2014
EIN: 58600080
Project Title: Rockdale Reentry Intervention Prevention Program – FY14 (BJA – Second Chance Act Reentry Program for Adult Offenders with Co-Occurring Substance Abuse and Mental Health Disorders)

EXHIBIT "B"

FEE SCHEDULE FOR DRUG COURT/DUI COURT/RESOURCE COURT

Service	Fee For Service FY21
Drug Treatment: Group Counseling (min 3 participants)	
Individual/Family Counseling	
Health Screening: Nurse Assessment	
Resource Court/Jail Services	
Family Education Services (Quarterly) (DRUG Court)	
Clinical Assessment/LSCMI/ASI	
Resource Court LSCMI	
Treatment Attendance At Court Session (2/mo for DUI)	
Treatment Attendance at Court Session (4/mo for DRUG)	
Treatment Attendance at Court Session (4/mo for RESOURCE)	
Treatment Attendance at Court Staffing (2/mo for DUI)	
Treatment Attendance at Court Staffing (4/mo for DRUG)	
Treatment Attendance at Court Staffing (4/mo for RESOURCE)	

Annual Contract with Rockdale County Administrative Office of the Courts

- Group Counseling (min. 3 participants)
- Mental Health Evaluation/Intake
- Treatment Attendance at Court Staffing (2/mo for Family Treatment Court)
- Treatment Attendance at Court Session (2/mo for Family Treatment Court)