REQUEST FOR PROPOSAL 17RFP112103A-CJC

BEHAVIORAL HEALTH SERVICE DELIVERY MODEL

For

DEPARTMENT OF BEHAVIORAL HEALTH

RFP ISSUANCE DATE: Friday, April 7, 2017
RFP DUE DATE AND TIME: Monday, May 8, 2017 at 11:00 A.M.
PRE-PROPOSAL CONFERENCE DATE: Tuesday, April 18, 2017
PURCHASING CONTACT: Charlie Crockett at 404-612-5807
E-MAIL: charlie.crockett@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303
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1.1 PROJECT DESCRIPTION

Through this Request for Proposal, Fulton County is soliciting Proposals from qualified Proposers to enter into contractual and strategic relationships and help the County drive towards its purpose: to serve more of the uninsured behavioral health population in the County, and to achieve positive outcomes across homeless and supported housing, jails and justice, and school and youth populations. As a part of achieving this purpose, the County expects Proposers to provide highly coordinated and person-centered services across a continuum of care, understand emerging needs, increase services where they are particularly needed and impactful, deliver high-quality care, and improve quality of life for Fulton County residents with behavioral health conditions. The County seeks Proposers who can demonstrate positive outcomes in the near term and align with the County’s long-term strategic roadmap for behavioral health.

<table>
<thead>
<tr>
<th>Current State</th>
<th>1 – 3 Years</th>
<th>3 – 5+ Years</th>
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<tr>
<td>• Fewer than 50% of uninsured served</td>
<td>• 60% of uninsured served</td>
<td>• 90 – 100% of uninsured individuals served</td>
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<tr>
<td>• Services operating in silos with limited view toward overall impact</td>
<td>• County invests in care coordination</td>
<td>• Comprehensive and coordinated system of care County-wide</td>
</tr>
<tr>
<td>• Limited care coordination</td>
<td>• Regional Community Collaboratives operating in Fulton County</td>
<td>• Fulton managing County-wide BH safety net</td>
</tr>
<tr>
<td>• County performing BH services directly</td>
<td>• Services expanded using efficiencies of Core model</td>
<td>• Expanded special programs with clear outcomes</td>
</tr>
<tr>
<td>• Limited visibility across Fulton County</td>
<td>• County integrating BH into overall strategy – homeless, jails, schools</td>
<td>• Strong visibility across County network</td>
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<tr>
<td>• County receives Apex and Clubhouse grants</td>
<td>• Crisis intervention center funding announced and go-live plan initiated</td>
<td>• Crisis intervention center operationalized and integrated into network</td>
</tr>
<tr>
<td>• Fulton tracking through ASO and own system</td>
<td>• Greater visibility into population needs drives effective spending</td>
<td>• Grant programs aligned with Fulton BH model</td>
</tr>
<tr>
<td></td>
<td>• County confirm plan to execute grant-funded programs</td>
<td>• County able to view current services, needs, and gaps across full BH population</td>
</tr>
<tr>
<td></td>
<td>• County-funded individuals tracked in ASO</td>
<td>• Integrated electronic medical records system in progress (5+)</td>
</tr>
<tr>
<td></td>
<td>• DBHDD and Fulton partner on County-wide population view</td>
<td></td>
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Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award this project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.
1.2 **METHOD OF SOURCE SELECTION**

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive selection procedures for professional and consultant services.

1.3 **BACKGROUND**

Currently, the Fulton County Department of Behavioral Health serves as one of a handful of outpatient mental health and substance use disorder providers in the County. Fulton County desires to transition the role of provider from the County Department to a network of external community providers that can deliver high-quality care to more uninsured and indigent individuals, in a cost-effective manner, and with improved outcomes. The County expects Proposers to possess expertise in the designated Service Areas that can align with the County’s values, goals, and new Behavioral Health Model and can demonstrate this alignment in their Proposal response.

An initial part of this transition involves thoughtfully migrating Fulton County’s current behavioral health clients into an appropriate, coordinated community outpatient setting with the ability to deliver a full array of mental health and substance use disorder services for adults and youth. Second, the County seeks to strategically address gaps where enhanced types of services are needed, namely intensive wraparound supports for homeless individuals and those in supported housing, individuals interacting with the justice system and/or exiting the jail, and children and adolescents in schools. In addition to these critical objectives, the County desires to drive effective care coordination across its contracted network of providers, with a particular focus on individuals demonstrating elevated risk and/or transitioning between challenging environments.

The following sections of this Request for Proposal will detail the County’s anticipated new Model for delivering behavioral health services and will specify the particular types of services the County seeks. Proposers should follow the instructions and prepare a Proposal detailing how they can deliver specific services to the County, support the County’s measurable objectives, and comply with relevant County and State requirements.

1.4 **OVERVIEW OF NEW BEHAVIORAL HEALTH MODEL**

In line with Fulton County’s strategic objective of “All People are Healthy,” the new Behavioral Health Model establishes a framework to deliver various types of mental health and substance use disorder services across the County.
Embarking upon this transition will enable the County to achieve its objective of serving more uninsured and indigent individuals in a cost-effective way. Ideally, the framework of the Behavioral Health Model consists of providers and other agencies interfacing at junctions across the behavioral health lifecycle to deliver a comprehensive set of services to residents of Fulton County. An overarching emphasis on accountability including case management, care coordination, and performance measurement will enable a diverse set providers to work toward the shared goal of providing high-quality care to more individuals at a lower cost.

Existing County, State, and external entity programs will complement new and enhanced services to compose an integrated and coordinated continuum of care for residents. By leveraging existing services and leading practices, while also requesting that providers deliver new services to fill critical gaps, the County can both expand the number of uninsured individuals it serves through community-based outpatient services and fill gaps in critically needed services. The new Behavioral Health Model employs a network of providers to deliver services where they are most needed and thus have the opportunity to be most impactful.

Many stakeholders have provided detailed input to prioritize where behavioral health services are most needed and most impactful. The framework of the Behavioral Health Model consists of input from County executives and employees; leaders across homeless and supported housing, the justice system, and schools; community members; and diverse provider agencies across Fulton County. As discussed in more detail in subsequent sections of this Request for Proposal, the Model is also shaped by Guiding Elements required of all Proposers.

Below, a conceptual framework of the Model visually demonstrates how individual responses to this Request for Proposal will comprise an integrated and coordinated behavioral health network within Fulton County. Specifically, Proposers will contract with Fulton County and partner with Fulton County’s Behavioral Health Director to provide their designated subset of services. Proposers will report performance data and key metrics to the County to track individual client outcomes, and in exchange the County will provide oversight and funding to Proposers.

In addition, Proposers will collaborate with the County and external stakeholders influential in maintaining Fulton County’s behavioral health landscape. These include, but are not limited to, the Fulton County Board of Commissioners; the State of Georgia Department of Behavioral Health and Developmental Disabilities (“DBHDD”); Fulton County jail personnel and the jail health provider; justice representatives including area police, local courts and affiliated judges, and juvenile justice; homeless and housing program liaisons; Atlanta Public Schools and Fulton County Schools; other behavioral health providers; and other
Section 1

1.5 CHARACTERISTICS OF A BEHAVIORAL HEALTH SERVICE DELIVERY MODEL

Six Guiding Elements shape the vision and operational direction of Fulton County’s new Behavioral Health Model. Together, these are vital to delivering a successful continuum of care. Specifically, when responding to this Request for Proposal, Proposers should demonstrate how their proposed model of care delivery is accessible, coordinated, integrated, leveraged, responsive, and performance-managed.

1. **Accessible** care refers to care delivered in a way that is easily utilized by residents of Fulton County. Proposers should focus on four key themes of accessibility: service type, timing, location, cultural relevance, and cost.

2. **Coordinated** care aims to integrate the services an individual receives across various providers, stages of treatment, and life episodes. Proposers are expected to be able to coordinate with other providers to facilitate individual client handoffs.
3. **Integrated** care involves the ability to deliver services across the continuum of care, alongside behavioral health, to Fulton County residents.

4. **Leveraged** care utilizes existing State and County staff, facilities, and programs already in place when delivering behavioral health services. In addition, providers should expect to leverage the State of Georgia’s Administrative Services Organization (“ASO”) infrastructure.

5. **Responsive** care includes care that responds to the needs of individuals in Fulton County. This refers to both the service mix and the types of crisis response and emergency services available.

6. **Performance-managed** care aligns with key requirements and standards related to the experience and outcomes of care.

### 1.6 FOCUS AREAS FOR A BEHAVIORAL HEALTH SERVICE DELIVERY MODEL

Fulton County has conducted an extensive needs analysis and identified several strategic areas of focus in addition to the traditional foundation of Core behavioral health services. Together, community-based outpatient services for adults and children, and the following focus areas, constitute the full set of services requested as described in detail in this Request for Proposal:

- **Care Coordination** – Specialized service providing a mix of remote and in-person care, visibility across outpatient and specialized teams, and understanding of provider network adequacy and accessibility

- **Emergency Room and Inpatient Discharge** – Intensive case management planning services focused on individuals discharged from inpatient care or the emergency room and reentering the community

- **Homeless and Supported Housing** – Intensive case management teams to outreach to homeless individuals needing behavioral health services; wraparound support for individuals in supported housing

- **Jails and Justice** – Intensive case management or forensic services focused on coordination and support around jail discharge and reentry into the community; supports for individuals interacting with the justice system through diversion programs

- **School and Youth** – Specialized support and early detection programs in schools and for children and adolescents
- Substance Use Disorder (SUD) – Intensive support for individuals with substance use treatment needs

The County expects Proposers to consider the County’s vision for a new behavioral health model as they prepare their Proposals, as expressed in the sections above.

1.7 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, http://www.fultoncountyga.gov under “Bid Opportunities”.

1.8 SUBCONTRACTING OPPORTUNITIES

Prime contractors submitting a proposal (Proposers) may collaborate with subcontractors if they deem this necessary to comprehensively address the requirements within a Service Area. Proposers are encouraged to collaborate in cases where they expect this to result in more robust care regarding geographic locations, capabilities, capacity, and quality of care. Subcontractors are generally expected to meet the standards listed in the General Requirements section. Any subcontractors providing Core services are required to be Tier 2 or above Core providers so they can track and bill for these services accurately. If a Proposer plans to collaborate with subcontractor who will deliver services included in the Core package, and that provider is neither a currently a Tier 2 or higher provider nor using the ASO system, then that provider must be willing to become a part of the DBHDD network and the County will work with the provider and DBHDD to facilitate this process. Proposers should describe their subcontractors’ qualifications and their proposed roles in delivering services to Fulton County. After reviewing the proposals, Fulton County reserves the right to select Proposers but decline their proposed subcontractor(s) or propose alternate subcontractor(s) within a specific Service Area.

Potential prime contractors submitting a bid on this project for Fulton County and seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, http://www.fultoncountyga.gov under “Subcontracting Bid Opportunities”.

1.9 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference on April 18, 2017 at 11:00 A.M. in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however, Proposers are encouraged to attend. The
purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rholanda.stanberry@fultoncountyga.gov.

1.10 PROPOSAL DUE DATE

All Proposals are due in the Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before May 8, 2017, at 11:00 A.M., legal prevailing time. All submitted Proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any Proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The Proposal due date can be changed only by addendum.

1.11 DELIVERY REQUIREMENTS

It shall be the sole responsibility of Proposers to have their Proposals delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a Proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.12 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person Charlie Crockett, Chief Assistant Purchasing Agent via email charlie.crockett@fultoncountyga.gov. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.13 PROCUREMENT SCHEDULE

The following is the procurement schedule for this project and will be strictly adhered to.
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<td>Friday, April 7, 2017</td>
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<tr>
<td>Tour of Available County BH Facilities</td>
<td>Monday, April 17, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>Tuesday, April 18, 2017</td>
</tr>
<tr>
<td>Last Day for Questions to be Submitted</td>
<td>Friday April 28, 2017</td>
</tr>
<tr>
<td>Due Date</td>
<td>Monday May 8, 2017</td>
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<tr>
<td>Tentative Dates for Oral Interviews/Presentations</td>
<td>Tuesday May 16, 2017</td>
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<tr>
<td>Anticipated Board of Commissioners Meeting Date</td>
<td>Friday June 16, 2017</td>
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SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – Refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – Entity or individual submitting a proposal in response to this RFP.

Owner – Fulton County Government.

Proposal – Document submitted by the offeror in response to this RFP.

Proposer – Entity or individual submitting a proposal in response to his RFP.

Request for Proposal (RFP) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

**Subcontractor/sub-consultant** – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

### 2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after Monday, May 1, 2017 at 2:00 P.M., local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Representative: Charlie Crockett, CAPA
Email: Charlie.crockett@fultoncountyga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.
2.5 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County’s then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year 2017, the starting date, and shall end absolutely and without further obligation on the part of the County on the 30th day of June, 2018. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of July, 2018 and shall end no later than the 30th day of June, 2019. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of July, 2019 and shall end no later than the 30th day of June, 2020. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of July, 2020 and shall end no later than the 30th day of June, 2021. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of July, 2021 and shall end no later than the 30th day of June, 2020. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be
deemed the “Ending Term” with no further obligation on the party of either party.

c. **Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. **Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. **Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.6 **RFP SUBMITTALS**

See Exhibit 1 for the RFP Submittal Checklist. This checklist will assist Proposers to ensure that all submittals are included in their Proposals. Failure to submit all submittals may deem Proposals non-responsive.

2.7 **PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in Section 7. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or
2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County’s “No Contact During Procurement” policy and shall only contact the person designated by the RFP.

2.14 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County’s decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS
This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.

- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected
Proposer.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS
The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18 WAGE CLAUSE

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent’s qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent’s may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Fulton County Behavioral Health Director or designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of
submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprizing themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Proposal Forms for declarations and affidavits.

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten
business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.24 NON-COLLUSION

By submitting a signed proposal, Offeror certifies and attests that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

2.25 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that it has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that it understands, accepts and agrees to fully comply with the requirements therein.

Offeror also certifies and attests that the Offeror has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Offeror certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County’s Contract. The Offeror further certifies that the failure to submit proposed modifications with the proposal waives the Offeror’s right to submit proposed modifications later. The Offeror also acknowledges that the indemnification and insurance provisions of Fulton County’s contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Offeror’s proposal as non-responsive.

2.26 EXCEPTIONS TO THE COUNTY’S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror’s proposal clearly marked as “Exceptions.”

The County shall be the sole determiner of the acceptability of any exception(s).

2.27 CERTIFICATION REGARDING DEBARMENT
By responding to this RFP, Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of Offeror’s firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

2.28 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County’s Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the
vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).
SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than Monday, May 8, 2017 at 11:00 A.M. and must be addressed to:

REQUEST FOR PROPOSALS RFP #17RFP112103A-CJC
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP_______
17RFP112103A-CJC, Behavioral Health Service Delivery Model
[Technical or Cost Proposal]
Proposer's Name and Address
3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) marked “Original” and five (5) copies on CD or thumb drive media in PDF format.

Contract Compliance Exhibits, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Financial Information, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Cost Proposal, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be as concise as possible, clearly organized, and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

Proposers should respond to the Scope of Work by confirming compliance with Qualifications, and responding to the requirements within the General Requirements for All Proposers, and one or more of the Service Areas in the Service Area-Specific Requirements for Select Providers. Proposers are strongly encouraged to address all of the requirements listed within a Service Area in order to be considered for evaluation. Proposal responses should describe clearly the Proposer’s approach to delivering services to Fulton County. Within each response, Proposers should consider their service capabilities and capacity to address the indicated needs. In some instances, Proposers may be asked to provide multiple options regarding the number and types of individuals served and number and types of staff utilized, among other considerations. Finally,
Proposers are expected to provide a cost breakdown associated for different levels of care, as discussed separately in the Cost Proposal section.

3.3 SCOPE OF WORK

3.3.1 Qualifications

The following requirements apply to all prime contractors submitting a proposal (Proposers), and apply to subcontractors as specified within the requirement.

a. Proposers for a Service Area must be qualified Tier 1, Tier 2+, or Tier 2 providers as determined by the State DBHDD. Specifically, as per the State DBHDD policy literature, these Proposers should be able to provide a Core package of services. Proposers falling within the given Tier structure and providing Core services within a fee-for-service framework will continue to be monitored and supported by the State DBHDD with minimal additional oversight and reporting required by the County for these specific types of services. The County will request data from the State DBHDD for those reviews and reports, following a process compliant with all information privacy and security laws and regulations. Subcontractors collaborating under primary Proposers need not fall within the Tier structure; however, primary Proposers must still demonstrate how subcontractors are qualified to provide behavioral health services in Georgia, indicate their relationships with the State DBHDD, and highlight the specific services that the subcontractors will be responsible for providing within a Service Area. Guidance regarding how to break down services for cost purposes between a Core fee-for-service structure and specialty services following a fixed-fee structure are provided in the Cost Proposal.

b. Proposers for a Service Area must utilize the Georgia Collaborative’s ASO system for registrations, authorizations, and claims processing for services falling within the fee-for-service rate matrix. More information regarding the ASO history, latest news, and provider specific information can be found on the Georgia Collaborative website. If Proposers select subcontractors to provide Core services within a fee-for-service framework, the Proposers should demonstrate that subcontractors are able to utilize the ASO to process claims and receive reimbursement for those services. If a Proposer plans to collaborate with subcontractor who will deliver services included in the Core package, and that provider is neither a currently a Tier 2 or higher provider nor using the ASO system, then that provider must be willing to become a provider.

1 https://dbhdd.georgia.gov/dbhdd-policies-community-behavioral-health-provider-network
2 http://www.georgiacollaborative.com/
part of the DBHDD network and the County will work with the provider and DBHDD to facilitate this process. Proposers or subcontractors need not utilize the ASO for services if those services are not reimbursable through the DBHDD fee-for-service framework, and Proposers are responsible for reimbursing their subcontractor for these types of services.

c. Proposers are expected to demonstrate their capability to utilize an Electronic Health Record system and provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Complete, legible copies of the applicable medical records should be available to the County at all times. Proposers must comply with Federal and State laws and the County’s policy with regard to access by individuals and staff to medical records. Proposers should not release information contained in the medical records except as provided by the County’s policy, by a court order, or otherwise in conformance with applicable law. Proposers should forward a copy of an individual’s medical record or a summary of treatment, as required by the receiving facility, in a timely manner, to the appropriate facility. Proposers should ensure that a copy of the individual’s medical record accompanies an individual on each health service encounter, wherever services are administered. All medical records of Fulton County funded individuals should be considered the property of Fulton County, and at the termination of a future agreement, Proposers are expected to deliver all medical records to the County. The County will permit reasonable access by Proposers, after the termination of a future agreement, for the purposes of defending litigation.

3.3.2 General Requirements for All Proposers

All Proposers, regardless of the Service Area for which they are responding, should confirm their ability to meet the following requirements. Proposers should break down their response for each requirement into two parts:

I. Relevant previous project experience
II. Proposed approach to meet the requirements for the County

In some cases Proposers may interpret that a given requirement only necessitates a response to one of the two parts, or Proposers may not have the applicable experience, in which case they may indicate that accordingly in their response. Proposers should limit their written response to this section to no more than 10 pages. Proposers may supplement their written response to this section with attachments as desired, but the County does not guarantee that any attachments will be reviewed as part of the scoring process.
a. Proposers should demonstrate an ability to match services provided to population need, including accessibility by geography, timing, scheduling, cultural norms, and cost. Specifically, Proposers must be able to provide services within Fulton County at locations that match the population distribution and its service needs. Proposers who do not currently operate within Fulton County may have the opportunity to establish service locations within the County to help meet this need, and will need to work with the County, State DBHDD, and Georgia Collaborative ASO to establish a fully operational and certified site before beginning to provide services.

b. Proposers must actively provide care coordination for the individuals they serve. Proposers should prioritize utilizing case management through Core to address care coordination needs. Proposers should deliver care in coordination with other providers, including hospitals, outpatient clinics, specialty case management teams, and mobile units. Proposers should also be connected to the Georgia Crisis and Access Line (GCAL) and coordinate with crisis stabilization units. Proposers should indicate a proposed plan for collecting and sharing general information, medical records, and other relevant data with other providers in compliance with relevant privacy laws and regulations. In addition, Proposers are encouraged to consider how to utilize the ASO and other systems as tools to providing coordinated care.

Care coordination should target the most vulnerable individuals across the County with timely referrals, just-in-time supports spanning system-wide and remote coordination, and in-person tailored support services. The County is particularly interested in creating a positive impact through more intensive care coordination for forensic, homeless, and vulnerable adolescent populations within the County. Proposers should therefore have the ability to risk-rate individuals based on their profile and to use this information to distribute care coordination resources most effectively.

c. Preference will be given to Proposers who develop a plan to provide direct transportation door to door, or indirect assistance (e.g., MARTA pass) to help remove barriers that individuals often face when interacting with their providers or care teams. Proposers should demonstrate an ability to coordinate these services with other providers and teams within the Fulton behavioral health network as necessary. Proposers may propose multiple varying flexible models and levels of transportation support, and may consider using a subcontractor. Proposers should consider how to be efficient, targeted, and cost effective in their proposal.

d. Preference will be given to Proposers who can present a plan to leverage existing County facilities in order to improve access and continuity of care for
Fulton residents. Fulton County plans to continue maintaining and funding these facilities and Proposers may allocate clinical staff to utilize space within these facilities to provide relevant care. Details regarding available County facilities are presented in Exhibit A.

e. Preference will be given to Proposers who can demonstrate a plan for utilizing existing County behavioral health staff. These staff includes a variety of clinical and administrative roles. At a minimum the plan should include ways to use staff knowledge during the transition period, but Proposers should integrate staff into their own organizations where feasible. Details regarding current staff roles and experience are provided in Exhibit B.

f. Proposers must be willing to follow a standard process to register individuals as eligible for County funds. The County, State DBHDD, and the Georgia Collaborative ASO will define and communicate these processes to Proposers with a goal of following a process similar to that in place today for uninsured individuals eligible for State funds. Proposers can expect to receive reimbursement through a mechanism similar to the current claims and reimbursement process for fee-for-service. Any services that do not fall within a fee-for-service framework will be reimbursed through the specific contract terms arranged between the County and the selected Proposer.

g. Proposers should be innovative in implementing innovative behavioral health practices that can adapt and flex as trends and leading practices change. Specifically, preference will be given to Proposers whose proposals demonstrate how they have already shown success in leveraging leading practices in behavioral health care, and/or how they would continue to incorporate these methods over time. The following are representative areas where Proposers are encouraged to demonstrate capabilities and experience in innovation:

1. Offering individualized care planning spanning outpatient services, peer support programs, diversion programs, and wraparound support services like employment and housing.

2. Managing a behavioral health population effectively, being a part of a continuum of care, and working in a performance-based reimbursement model. The County expects that providers in its network be open to a future value-based reimbursement pilot as a part of modified or future contracts.

3. Utilizing emerging technologies to reduce costs and improve access and quality. Examples include mobile health services, online and in-app screenings, telemedicine, and innovative practices in data and electronic
health records.

4. Delivering care in an integrated setting alongside primary care physicians, specialty health services, and other services that complement the full spectrum of individual and family needs such as employment, housing, childcare, and other supports.

h. Proposers are expected to provide access to medications for uninsured individuals in the target populations. As a reference, pharmacy services are currently provided to uninsured residents of Fulton County through a contract between Fulton County and Market Pharmacy, with insured behavioral health individuals receiving coverage through a Patient Assistance Program. Proposers are expected to facilitate access to medication through a Patient Assistance Program but are not required to continue the relationship with Market Pharmacy.

i. Proposers are expected to coordinate with local HIV testing and early intervention programs. These services\(^3\) are often provided through grants funded programs from DBHDD. Fulton County Department of Health and Wellness is one example of an agency that Proposers would be expected to coordinate with to connect individuals into these types of services as those needs are identified through assessments and interactions with individuals.

j. Proposers and any subcontractors are expected to participate actively in meetings with the County, State DBHDD, providers, and other community members at the County’s discretion. Proposers and any subcontractors will be expected to participate and play an active role in helping to share the continuum of care for the County, and should indicate their capability for working with various stakeholders to accomplish similar coordinated efforts. Specifically, Proposers and subcontractors should expect to participate in a Regional Coordinating Committee with the purpose of creating better clarity on needs and gaps, alignment on process, and overall coordination for care delivered across the County.

k. Proposers are expected to prepare reports to the specifications indicated by the County. For Core services, the County aims to minimize any additional monitoring and reporting administrative requirements for providers and will rely on data received from the State DBHDD regarding provider performance. The County may make periodic specific requests regarding the data it receives from the State DBHDD and will work through DBHDD or directly with Proposers to receive this information. For services provided

\(^3\) https://dbhdd.georgia.gov/hiv-early-intervention-services
outside of the Core package, the County will request specific data and reports that demonstrate compliance with the contract requirements as well as the Proposer’s ability to help the County achieve the outcomes and KPIs described in the specific Service Area sections.

I. For specialty services and teams operating outside the Core package, Proposers are expected provide to the County, on a date and in a form specified by the County, monthly and annual reports relating to health services rendered under this Agreement. Proposers should also compile monthly statistical data of services provided and should create quarterly service reports. Proposers should furnish these reports to the County on a date and in a form specified by the County. Proposers are also expected to provide data in a format that will integrate with the County’s performance management system. Proposers are encouraged to provide samples of the types of reports they have utilized in the past to prove performance against outcome objectives and compliance with contract standards.

3.3.3 Service Area-Specific Requirements for Select Providers

In addition to the general requirements, Proposers are expected to demonstrate their ability to provide services for one or more of the Service Areas below. In order for a response to qualify, Proposers must at a minimum propose a plan to provide Core services across a major geographic region of Fulton County (e.g., North, Central, South) which also provides coverage for a significant percentage of the target population (e.g. 20% or more of the target uninsured population resides in the identified region and will receive services from Proposer). Proposers are strongly encouraged to demonstrate the ability to cover all of the needs and requirements indicated within a Service Area, and preference will be given to providers whose proposal addresses all of the specific needs and requirements within the Service Area and has the most comprehensive geographic access. Proposers may collaborate with qualified subcontractors within a given Service Area as indicated previously.

Proposers should break down their response for each requirement into two parts:

I. Relevant previous project experience
II. Proposed approach to meet the requirements for the County

In some cases Proposers may interpret that a given requirement only necessitates a response to one of the two parts, or Proposers may not have the applicable experience, in which case they may indicate that accordingly in their response.
3.3.3.1 Service Area 1: Adult Behavioral Health Services

Proposers should limit their written response to this section to no more than 15 pages. Proposers may supplement their written response to this section with attachments as desired, but the County does not guarantee that any attachments will be reviewed as a part of the scoring process.

General Adult Behavioral Health Outpatient Population

As indicated in the general requirements, Proposers are required to deliver care across the full spectrum of Core services. A central component of adult behavioral health care is that services are provided within a community-based outpatient setting. All specialty services should center around and channel individuals into a strong community-based provider network. Fulton County expects that Proposers will provide these services in accordance with the general requirements explained above, and align them in such a way that they support the target populations listed in the sections that follow.

Short-term, Fulton County seeks to increase the number of uninsured residents receiving behavioral health services. The County currently serves approximately 1,500 uninsured individuals and intends to double this number to 3,000 by the end of the first contract year. The target population for the County’s funds are uninsured individuals currently receiving services from the County, and new uninsured individuals who are currently not receiving BH services within the County.

Fulton County estimates as many as 34,000 of its residents are uninsured with some level of behavioral health need. In the long term, the County seeks to align with the State DBHDD and Proposers serving as a part of a continuum of care to fund, support, and track this population to the fullest extent possible.

a. Proposers should demonstrate an ability to serve 3,000 uninsured individuals in an outpatient behavioral health setting by the end of the first full contract year of service.

b. Proposers should demonstrate progress towards achieving the County’s objectives, such as through the following representative key performance metrics:

<table>
<thead>
<tr>
<th>Outcome</th>
<th>KPI / Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide high-quality</td>
<td>Average length of</td>
<td>Measures intensity of adult</td>
</tr>
</tbody>
</table>

Section 3 17RFP112103A-CJC, Behavioral Health Service Delivery Model

3-9
<table>
<thead>
<tr>
<th>Accessible care to adult behavioral health population</th>
<th>Treatment</th>
<th>Behavioral health services provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admission and readmission rate</td>
<td>Measures effectiveness of adult behavioral health services provided</td>
<td></td>
</tr>
<tr>
<td>Penetration rates</td>
<td>Measures how effectively services are reaching target populations</td>
<td></td>
</tr>
<tr>
<td>Level of care utilized</td>
<td>Measures intensity of adult behavioral health services provided</td>
<td></td>
</tr>
<tr>
<td>Cost per consumer</td>
<td>Outcome-based measure tracks effectiveness of overall behavioral health program in line with County goals</td>
<td></td>
</tr>
<tr>
<td>Timeliness of assessments, appointments, and medications</td>
<td>Experience-based measure demonstrates effectiveness of services provided</td>
<td></td>
</tr>
<tr>
<td>Average number of clients per caseload</td>
<td>Measures level of engagement with care coordinators</td>
<td></td>
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</tbody>
</table>

Ensure improved outcomes through enhanced behavioral health model

| Percentage of individuals in funded treatment programs with a treatment period of 90 days or more | Measures intensity of services provided with focus on high-risk or severe treatment population |
| Percentage of individuals in funded treatment programs having an episode of 90 days or more | Measures intensity of services provided with focus on high-risk or severe treatment population |

Create a robust system of care coordination that unifies a network of providers across Fulton County

| Percentage of individuals who enter another level of treatment within 30 days of discharge from inpatient care | Ensures continuous care within network of providers for individuals leaving inpatient care |

### Homeless and Supported Housing Population

4. [https://www.samhsa.gov/homelessness-programs-resources](https://www.samhsa.gov/homelessness-programs-resources)
5. [http://www.hopeatlanta.org/portfolio/path-program/](http://www.hopeatlanta.org/portfolio/path-program/)
Fulton County wishes to engage an experienced provider to deliver behavioral health care to the homeless population and individuals placed in supported housing environments. For both the homeless and individuals receiving housing support, it is crucial that opportunities exist to diagnose, treat, and maintain support for behavioral health conditions. This target population includes individuals who are chronically homeless and suffer from severe mental illness. As a reference, there were 4,063 homeless individuals in Atlanta and Fulton County at the time of the point-in-time count in January 2016; nationally, 26 percent of homeless individuals suffer from severe mental illness, compared with 7 percent of the general population.

In Fulton County, there is a lack of consistent behavioral health care for the homeless, as resources for homeless individuals are often channeled into housing supports, and geographic access and care delivery are inconsistent across the County. By contracting with a homeless behavioral health care provider within a network of providers, Fulton County desires to deliver coordinated and impactful care in the short-term and disrupt the cycle of homelessness in the long-term.

To serve the Fulton County homeless population in a more impactful way, Proposers should demonstrate their ability to integrate behavioral health services, general healthcare services, and case management, as well as to coordinate with State and Community programs and teams already interacting with this population. The goal of the program is to engage homeless individuals at their location, treat them to stabilization, and support them in the transition to housing. Integrated care models have been shown to be particularly effective for the chronically homeless. Proposers should leverage best practices and provide examples of how they have implemented the following key components of service in Fulton County and will do so in the future.

c. Provide teams capable of behavioral health support in shelters, soup kitchens, and other existing physical facilities within the County. Services provided in brick-and-mortar facilities should have standard and published hours that accommodate a mix of scheduled and walk-in appointments.

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7 http://www.chcs.org/media/HH_IRC_Collaborative_Care_Model__052113_2.pdf
8 http://legacy.nreppadmin.net/ViewIntervention.aspx?id=365
d. Propose mobile outreach model which includes teams engaging individuals in the street or where they are located outside of a shelter or housing facility. Proposers should be capable of providing some form of assessment, treatment, and medication consistent with leading practices for homeless mobile outreach. Proposers may consider either or both 1) providing staff to work from Fulton County’s two existing mobile units, or 2) by proposing their own models to deliver mobile care to the homeless.

e. Provide wrap-around behavioral health services for individuals in supported housing as a part of an integrated care model being developed as an collaboration between the City of Atlanta Partners for Home and Fulton County. Proposers are expected to work closely with, take direction from, and provide data to Partners for Home leadership at the discretion of Fulton County. Proposers should indicate how they can fully support this integrated model, and must at a minimum propose to support one complete team as the model is most effective with fully staffed teams. Proposers may indicate the number of teams they are able to develop and manage and should indicate a per team cost on the cost section.

Integrated care teams will provide a variety of services and support intended to serve the whole individual, including physical health care, mental health care, substance use disorder treatment, medication management, and case management, life skills training, eviction prevention, nutrition management, and other services. Additional visual information on the model being considered is in Exhibit C. Integrated care teams are expected to be mobile and will provide services at housing units, most of which will be tenant based rental assistance in a scattered site model, which ensures client choice and community integration.

Ideally, these integrated care team models will include clinical case management services and nursing supports, with each team serving approximately 50 to 60 individuals. These teams will be focused around coordinated entry including case management, connecting individuals to State Medicaid, and moving individuals into supported housing. Priority will be given to those most in need and with the longest experience of homelessness as opposed to a ‘first come, first served’ model. It is expected that Fulton County will assist Proposers with start-up costs and activities but that these funds will decrease as more individuals are connected to Medicaid for revenue.
Team staff positions will be full-time, and team composition will change depending upon projected number of individuals served. In general, teams will include a team leader, an administrative support staff, three case managers, a nurse, a peer support staff, and a part-time psychiatrist. Teams should aim for a 1 to 20 case management ratio with Master’s level supervisory staff and Bachelor’s level social workers. Supervisor to staff ratio should not exceed 1 to 7. Nursing staff will have a ratio of 1 nurse to 50 individuals and should focus on care coordination regarding participants' health needs. Psychiatric nurses are particularly well suited for this integrated role. Case managers will focus on engagement in a person-centered recovery plan for each individual and, long-term, on engaging individuals into the mainstream Behavioral Health (BH) system.

f. Utilize program personnel that are highly trained and have experience working with homeless populations, demonstrating that they are sensitive to the possible background trauma of individuals and comfortable engaging with this vulnerable population. Program staff may include case managers, licensed mental health workers, certified peer specialists, and other roles. Evidence of current and ongoing attention to and training in evidenced based best practices with this population is essential including but not limited to: trauma informed care, motivational interviewing, critical time intervention, and harm reduction.

g. Proposers should indicate how they intend for each of their teams to form a part of a continuum of care for the homeless, from initial contact and assessment, through services in a supported housing environment and engagement with a community outpatient provider.

h. In addition to providing at a minimum the services described above, Proposers should also demonstrate their ability to track and report key performance indicators regarding the care delivered and its outcomes. In addition to the service metrics provided below, Proposers should review the SAMHSA approved approach and metrics for homeless outreach teams. Performance metrics include:

<table>
<thead>
<tr>
<th>Outcome</th>
<th>KPI / Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serve more homeless individuals through an overarching framework of care coordination</td>
<td>Volume of homeless individuals served through Core services and targeted case management teams</td>
<td>Outcome-based metric aligns with County goal to serve more homeless</td>
</tr>
<tr>
<td></td>
<td>Percentage of individuals</td>
<td>Experience-based</td>
</tr>
</tbody>
</table>
who enter another level of behavioral health treatment within 30 days of housing placement

<table>
<thead>
<tr>
<th>Percentage of homeless individuals with behavioral health conditions in supported housing, inpatient care, and jails</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measures impact of individual services within continuum of care and network of providers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of individuals with behavioral health conditions in supported housing for 90 days or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measures effectiveness of services provided with focus on high-need homeless population</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of individuals in supported housing having behavioral health episodes of 90 days or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measures intensity of services provided with focus on high-need homeless population</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change in the number of individuals arrested 30 days after placement in supported housing compared to 30 days before</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recidivism correlates with high-risk homeless population receiving mental health care outside of the jail</td>
</tr>
</tbody>
</table>

### Jails and Justice Population

Across the nation, many individuals with mental health and substance use disorders land in the justice system rather than receiving the community based support and treatment they require. Fulton County has found a significant need for behavioral health services within its jails and a high recidivism rate among the mentally ill, and it believes that serving these individuals more effectively in the community will improve health outcomes and prove more cost effective than sending individuals to jail. The County is in the process of implementing an overarching framework for individuals in the justice system, which includes pre-jail diversion programs, treatment diversion courts, assessment and treatment in jail, tailored discharge planning, and a highly coordinated transition the community with enhanced supports. Therefore, Fulton County seeks a Proposer to work effectively with the current jail health provider, courts, police, and other community agencies and providers to support this framework.
Proposers should leverage best practices and provide examples of how they have implemented the following key components of service in Fulton County and will do so in the future.

i. Proposers should provide highly coordinated support for individuals transitioning from jail and those in the community with complex forensic history and needs. Case management services should include a forensic focus, which may follow an Intensive Case Management (“ICM”) model to serve individuals being discharged from jail and actively interfacing with the justice system. This may include a mix of clinical and case management staff who will serve the most in need among the estimated 80-100 individuals discharged from the jail each month with a BH diagnosis and others in the community with forensic history. Proposers will not provide BH services to individuals who are currently in jails.

j. For 2017, the vendor Corrective Care Solutions will provide physical and behavioral health services to inmates while in jail. As such, Proposers should demonstrate an ability to align with this vendor, including providing case management services upon discharge from jail to support reentry into the community. Specifically, Proposers should receive and continue individuals’ discharge plans from Corrective Care Solutions, and should coordinate with CCS’s clinicians and discharge specialists to connect individuals to community-based care and case management.

Case management surrounding jail discharge planning for individuals with a known release date should include efforts to identify and contact next-of-kin or other personal support systems; identify options for stable housing; arrange for a consistent supply of medication upon release from jail; provide written care plan with instructions on how to obtain treatment and prescription refills; assistance with short-term transportation needs; assistance with navigating and obtaining vital records, identification, and/or applying for benefits including health insurance, to begin immediately upon discharge from jail if possible; and connection to other social services.

Supports for the Fulton County Magistrate Court:

The Fulton County Magistrate Court, along with the Office of the Solicitor General and the Misdemeanor Public Defender, currently offers two programs to assist individuals with mental health issues interfacing with the justice system – the Treatment Diversion Court and the “Track B”
Competency Calendar. These programs involve strategic oversight by Fulton County’s Magistrate Judges to align resources and measure performance.

k. To better align care for participants in the Treatment Diversion Court, the Magistrate Court has requested that Proposers dedicate one full-time Program Administrator to the Treatment Diversion Court. This Program Administrator would ensure best practices in data collection and analysis, outcomes measurement, programming evaluation, and identifying grant opportunities.

l. In addition, the Treatment Diversion Court requests risk assessment, discharge planning, case management, and referral services for the approximately 165 defendants appearing in Court per year. Approximately 150 of these individuals per year will require open access (walk-in) behavioral health care capable of addressing any co-occurring substance use disorder issues. Approximately 50 of these individuals per year will also require additional intensive case management services including assistance with physical/medical health, housing, transportation, vital records, and benefits.

m. As a reference, the Treatment Diversion Court currently relies upon the risk assessment, discharge planning, and case management services of two full-time Behavioral Health Clinicians (Levels 1 and 2) and one full-time Behavioral Health Assistant Lead. All three staff are based at the Fulton County Jail and appear in Court four hours per week at the Fulton County Courthouse for staffing and hearings.

n. For the Fulton County Magistrate Court’s “Track B” Competency population, Proposers should provide aftercare referral capacity, similar to current intensive case management teams or another model, to deliver case management services to 60 misdemeanor defendants per year who are deemed not competent to proceed in the Treatment Diversion Court. As a reference, Fulton County currently provides only judicial oversight, with competency evaluations performed in conjunction with Grady Hospital physicians and fellows in the Fulton County Jail.

o. In addition, to better align this care, the Magistrate Court requests that Proposers dedicate one full-time Behavioral Health Clinician (Level 1) resource to the Fulton County Magistrate Court’s “Track B” Competency population to assess instances of individuals of questionable competency and provide intensive discharge planning. In
this role, a discharge assessment should occur in parallel with the competency evaluation process to minimize an individual’s length of stay in jail. This Clinician should seek housing and other supports in tandem with the jail discharge process.

p. A framework of overarching case management will enable progress towards key performance metrics for jails and justice. Key metrics to measure outcomes of these actions include:

<table>
<thead>
<tr>
<th>Outcome</th>
<th>KPI / Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serve more individuals in jail and the justice system through an overarching framework of care coordination</td>
<td>Percentage of post-jail individuals served through Core services and targeted case management teams</td>
<td>Outcome-based metric aligns with County goal to serve more individuals in jail and the justice system</td>
</tr>
<tr>
<td></td>
<td>Average length of time individuals with BH conditions stay in jail</td>
<td>Outcome-based metric aligns with County goal to limit use of jail as a mental health facility</td>
</tr>
<tr>
<td></td>
<td>Percentage of individuals who enter another level of behavioral health treatment within 30 days of jail or Treatment Diversion Court discharge</td>
<td>Experience-based measure holds providers accountable for providing care coordination services</td>
</tr>
<tr>
<td>Ensure that providers are held jointly responsible for outcomes across the jails and justice behavioral health population</td>
<td>Percentage of post-jail individuals with behavioral health conditions in supported housing and inpatient care</td>
<td>Measures impact of individual services within continuum of care and network of providers</td>
</tr>
<tr>
<td></td>
<td>Percentage of individuals who return to jail within 90 days of discharge (recidivism)</td>
<td>Recidivism correlates with high-risk population receiving mental health care outside of the jail</td>
</tr>
</tbody>
</table>

**Adult Substance Use Disorder Population**

The County seeks a Proposer qualified to provide substance use disorder services to the Fulton County population. Proposers should demonstrate their ability deliver a comprehensive set of substance use disorder services that align with the Core standards and meet the requirements listed.
a. Proposers should demonstrate an ability to deliver substance use disorder services of a similar or greater volume and service mix than those currently provided at the Center for Health and Rehabilitation and other Fulton County Behavioral Health facilities. Service provision should include additional options for group therapy than are currently available. In addition to substance use disorder services currently delivered at Fulton County's Center for Health and Rehabilitation, which largely targets South Fulton adults with substance use disorder issues, and in line with the Guiding Elements for a new Behavioral Health Model, Proposers should demonstrate an ability to provide substance use disorder outpatient treatment services local to residents of North Fulton County. Treatment should be culturally relevant to this population and reflect the range of substance use disorder issues and cultural backgrounds that exist in North Fulton County. If appropriate, Proposers may propose to utilize Fulton County’s existing Fulton North Service Center facility to better reach this population, once the site is approved for use by DBHDD and in the ASO system.

b. Drug screening is currently available across North Fulton, South Fulton, and downtown, six days per week. Proposers are expected to offer similar or better access through Core to meet the needs of individuals and County departments.

c. Approximately 100 individuals in the Fulton County DUI Court currently receive counseling services for substance use disorders between one and three times per week. These include evidence-based individual and group counseling programs and are currently provided outside of business hours (evenings and weekends) to better accommodate participants’ work schedules. These services are currently delivered through two part-time addiction counselors and supplemented with four counselors provided by an external provider who collects payment from individuals for those services. Proposers are expected to be able to bill and collect payments for the DUI court counseling services similarly to how the current external provider performs that billing.

Proposers should adopt services currently being provided by the Fulton County DUI Court and increase its capacity for the 125 individuals it expects to serve in 2017 with two additional full-time mental health counselors each across three locations in North Fulton, South Fulton, and downtown Atlanta. Each location should include a male and female resource to complete urine sample collections. In addition, the DUI Court requests that Proposers dedicate two full-time case managers based at the Courthouse to provide case management.
services. Proposers should be included on the DBHDD DUI IP registry. Preference will be given if Proposers can demonstrate an ability to seek out additional grant funding for these services as a way to serve more individuals.

The 125 participant program will have the following structural phases:

- Phase I, eight week duration: two 2-hour group sessions per week and one individual session (45 minutes) per week
- Phase II, fourteen week duration: two 2-hour group sessions per week and two individual sessions (45 minutes) per month
- Phase III, fourteen week duration: two 2-hour group sessions per week and individual sessions (45 minutes) as recommended by treatment
- Phase IV, twelve week duration: one 2-hour group sessions per week and individual sessions (45 minutes) as recommended by treatment

d. Proposers should be able to demonstrate robust, quantifiable results in line with performance metrics for substance use disorder treatment:

<table>
<thead>
<tr>
<th>Outcome</th>
<th>KPI / Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serve more individuals needing substance use disorder treatment through an overarching framework of care coordination</td>
<td>Number of individuals completing substance use disorder treatment</td>
<td>Outcome-based metric aligns with County goal to serve more individuals with substance use disorder issues</td>
</tr>
<tr>
<td>Ensure improved outcomes through enhanced behavioral health model</td>
<td>Percentage of individuals leaving detoxification programs who enter another level of treatment within 30 days of discharge</td>
<td>Experience-based measure holds providers accountable for providing care coordination services</td>
</tr>
<tr>
<td>Ensure that providers are held jointly responsible for outcomes across the adult substance use disorder</td>
<td>Reduction in percentage of individuals using substances from admission to completion, transfer, or referral from a non-detoxification program</td>
<td>Measures effectiveness of adult substance use disorder services provided</td>
</tr>
<tr>
<td></td>
<td>Change in the number of individuals arrested 30 days after discharge compared to 30 days</td>
<td>Recidivism correlates with high-risk population receiving mental health care outside of the jail</td>
</tr>
</tbody>
</table>
3.3.3.2 Service Area 2: Child and Adolescent Behavioral Health Services

Proposers should limit their written response to this section to no more than 12 pages. Proposers may supplement their written response to this section with attachments as desired, but the County does not guarantee that any attachments will be reviewed as a part of the scoring process.

Due to the disproportionate impact of identifying and treating behavioral health needs and conditions early in a person’s life on the long-term utilization and cost of care, Fulton County seeks a Proposer to support early risk identification and prevention of behavioral health conditions that may otherwise increase in severity and follow young people into adulthood. Proposers should demonstrate an ability to deliver in-person, as-needed behavioral health services to children, adolescents, and their parents and family members in an outpatient setting – within schools, as a part of the juvenile justice system, and through other community resources and facilities where relevant.

General Child and Adolescent Behavioral Health Outpatient Population

a. In reference to the General Requirements, Proposers are encouraged to consider how to address the needs requested through Core before proposing a specialty model. Proposers should demonstrate geographic accessibility and/or transportation support to reach the target population. Proposers should consider how to utilize current Fulton facilities such as the Oak Hill Child, Adolescent, and Family Center to provide access and continuity.

b. Preference will be given to Proposers demonstrating an ability to coordinate services for children and adolescents across schools, outpatient care, and the Juvenile Court.

c. As indicated in the general requirements, Proposers should be able to deliver care across the full spectrum of Core services, including for children and adolescents. As nearly all children in Fulton County should be covered by private insurance or Medicaid through Peach Care for Kids, Proposers should demonstrate an ability to provide care for a focused subset of children who are underinsured through their current plan or who are unable to provide the necessary...
documentation at the point where services are delivered.\textsuperscript{10}

d. Proposers should propose an approach for engaging emerging adults, and helping to bridge the gap between the child and adolescent and adult services. Proposers are encouraged to review the DBHDD toolkit on Healthy Transitions as a reference.\textsuperscript{11}

e. Proposers should describe their experience and plan to provide certified peer support for parents and youth as a component of their different programs where these roles are most impactful.

f. Proposers should demonstrate their ability to coordinate with individuals from Atlanta Public Schools and Fulton County Schools – including school social workers, other support staff, and APS’s and FCS’s provider partners – to receive referrals, schedule appointments, and provide comprehensive case management and coordination for underinsured children and adolescents. Proposers should also coordinate care with other providers serving children in specialty programs to help them transition into an outpatient community setting.

g. Proposers should demonstrate their ability to deliver substance use disorder services of a similar or greater volume and service mix to those currently provided in schools, at the Oak Hill Child, Adolescent, and Family Center, and at other Fulton County Behavioral Health offsite facilities.

Supports for the School Population

h. Proposers will be expected to oversee the existing Georgia Apex Project which is currently operated by Fulton County at six different school locations, and support the grant renewal process to expand to at least 10 school locations for the next grant period. Proposers are encouraged to focus on Title 1 schools implementing Positive Business Interventions and Supports (PBIS) schoolwide. Apex provides school-based mental health services in an effort to reduce the number of youth with unmet mental health needs that contribute to poor academic performance and juvenile justice referrals. The program has three primary objectives: 1.) Provide greater access to mental health services for students; 2.) Provide for the early detection of students

\textsuperscript{10} https://dch.georgia.gov/peachcare-kids
\textsuperscript{11} https://dbhdd.georgia.gov/sites/dbhdd.georgia.gov/files/related_files/site_page/HTI%20Toolkit%209.10.15.pdf
mental health needs; 3.) Sustain increased coordination between Georgia's community mental health providers, local schools, and school districts in which they reside. Currently, master level licensed and/or license eligible clinicians are assigned to Forrest Hill Academy, Alonzo Crim Open Campus, Banneker High School, Creekside High School, Woodland Middle School, and Heritage Elementary School. Youth receive school based-individual and/or group counseling, and case management services. Referrals for additional resources, including more intensive behavioral health services are provided as needed.

The program operates on a July 1 – June 30 period. Funding and approval for Proposers are based upon approval from the State of Georgia DBHDD. As a reference the program currently received grants for $330,000 and $221,000 in 2015 and 2016 for the six schools from which it operates.

i. Proposers should respond with a capability and plan to take on the current Clubhouse programs currently operated by Fulton County at the County's clubhouse facility. Fulton’s Clubhouse serves as the outpatient adolescent substance use disorder treatment program for youth ages 14 through 18 years old. Services will be offered during non-traditional hours to allow youth an alternative place to spend their after-school hours. The program has a "clubhouse" atmosphere with activities geared towards adolescents and young adults, including pool tables, Wii, PlayStation, and outdoor basketball courts. Youth also will take educational and social field trips. This program operates Monday through Friday from 2:00 PM to 7:00 PM and Saturday from 11:00 AM to 6:00 PM. Approval for taking on the existing grant and receiving grant funding for the additional program is contingent upon approval from the State of Georgia DBHDD. For reference the program currently operates on a $400,000 budget.\textsuperscript{12}

Proposers should indicate a plan to support a youth after school substance use disorder program in North Fulton County to better meet the needs of youth in this area.

j. In the future Fulton County may promote universal screenings during the annual enrollment period for all students and parents who opt into this service. Proposers should be open to supporting this type of service and should indicate their knowledge and ability to do so in the

\textsuperscript{12} http://fultoncountyga.gov/clubhouse-ohk

Section 3

17RFP112103A-CJC,

Behavioral Health Service Delivery Model

3-22
future.

k. Proposers should demonstrate an ability to provide in- and after-school programs to children and adolescents focusing on critical behavioral health needs in a subset of high-risk Atlanta Public Schools and Fulton County Schools. In particular, programming should emphasize prevention and early risk identification and should include robust, targeted support for chemical dependency and substance use disorder, depression, suicide, and other behavioral health conditions. Proposers should coordinate with Atlanta Public Schools and Fulton County Schools leadership and staff, and should consider school schedules, facilities, and needs when determining how to best serve this population. At a minimum, Proposers should be capable of operating one during- and after-school program up to five days per week, which may vary by school location. Proposers should provide a set of options for the County to consider, which vary by number of days, locations, staffing, or service model and include this information and the associated costs in the cost section.

l. Due to the early diagnostic nature of child and adolescent behavioral health services, Proposers should provide several alternative options for delivering behavioral health services in schools. In each, Proposers should be able to operate within a school facility and coordinate with school and district Student Services support staff, including administrators and social workers, to provide comprehensive assessments and just-in-time care, in addition to the current Apex program. As with other services, Proposers should provide a set of options for the County to consider, which vary by staffing mix, number of locations, days, and other factors, which would deliver value by providing services to the most vulnerable children and adolescents.

m. Proposers should be able to demonstrate robust, quantifiable results in line with performance metrics for child and adolescent mental health and substance use disorder treatment. These may include:

<table>
<thead>
<tr>
<th>Outcome</th>
<th>KPI / Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serve more youth with behavioral health services through an overarching framework of care coordination</td>
<td>Number of children and adolescents receiving Core services and targeted case management addressing behavioral health and substance use disorder in schools</td>
<td>Outcome-based metric aligns with County goal to serve more youth with behavioral health and substance use disorder services</td>
</tr>
<tr>
<td>Provide high-quality, accessible care to child and adolescent behavioral health and substance use disorder population</td>
<td>Number of children and adolescents enrolled in Apex and Clubhouse programs</td>
<td>Outcome-based metric aligns with County goal to serve more youth through targeted behavioral health and substance use disorder programs</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Level of care utilized and average duration of treatment</td>
<td>Measures intensity of child and adolescent behavioral health services provided</td>
<td></td>
</tr>
<tr>
<td>Number of referrals to outpatient behavioral health providers</td>
<td>Ensures continuous care within network of providers for youth receiving treatment</td>
<td></td>
</tr>
<tr>
<td>Number of children and adolescents adhering to a documented follow-up plan</td>
<td>Measures impact of individual services within continuum of care and network of providers</td>
<td></td>
</tr>
<tr>
<td>Ensure that providers are held jointly responsible for outcomes across the child and adolescent behavioral health population</td>
<td>Number of children and adolescents interfacing with the juvenile and adult justice systems, and recidivism rates</td>
<td>Recidivism correlates with high-risk population receiving mental health care outside of the juvenile justice system</td>
</tr>
<tr>
<td>Percentage of children with parents or other family members receiving behavioral health services within 90 days of child receiving services</td>
<td>Outcome-based measure holds providers accountable for providing care coordination services</td>
<td></td>
</tr>
</tbody>
</table>

**3.3.3.3 Service Area 3: Staffing Support for Fulton County Juvenile Justice**

Proposers should limit their written response to this section to no more than 3 pages. Proposers may supplement their written response to this section with attachments as desired, but the County does not guarantee that any attachments will be reviewed as a part of the scoring process.

**Staffing Support for Juvenile Justice**

a. The Fulton County Juvenile Court currently manages several independent programs to assist children and adolescents with mental health and substance use disorder issues, providing treatment to minimize concerns that would otherwise cause individuals to interact with the adult justice system later in life. To better align its efforts with a
new service provider, the Juvenile Court requests that Proposers dedicate one full-time Program Manager, one additional full-time Clinician (Level 1) resource, one additional full-time Clinician (Level 2) resource, one part-time Psychiatrist resource, and two part-time Psychologist resources who can be dedicated to supporting the Juvenile Court’s initiatives. In addition, Proposers should expect to align with the Georgia Department of Juvenile Justice and the Fulton County Probation Office in the future, as peripheral initiatives are developed further.

Outcomes and KPIs

<table>
<thead>
<tr>
<th>Outcome</th>
<th>KPI / Measure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase coordination between juvenile courts, schools, and community providers</td>
<td>Number of days between discharge from juvenile system and first appointment with community provider</td>
<td>Aligns with the goal to have an effective transition</td>
</tr>
<tr>
<td></td>
<td>From a random sample of discharge plans: percent with positive review from community BH providers</td>
<td>Need to show effective connectivity between juvenile justice and community</td>
</tr>
<tr>
<td></td>
<td>Percent of high-risk youth taking part in an after school specialty BH program approved by the County within 30 days of discharge</td>
<td>Aligns with the goal to provide additional support to the most vulnerable youth</td>
</tr>
</tbody>
</table>

3.4 PROJECT DELIVERABLES

As a deliverable, Proposers are expected to help Fulton County meet their outcomes by meeting goals, KPIs, and measures described in each Service Area section. Generally the KPIs and measures will fall under one of the following categories, but Proposers should reference each Service Area section for specific details and consider additional measures they will track to demonstrate alignment with the County’s objectives.

- The number of individuals served
- Quality of care
- Accessibility of care
- Coordination of care
• Consumer satisfaction

3.5 PROJECT SCHEDULE

Proposers are expected to develop transition plans that demonstrate their ability to transition all clients and services from Fulton County with minimal impact to existing clients and staff. Similarly, Proposers should develop realistic plans to serve additional clients and provide new services effectively and within a mutually agreed upon timeline between Fulton County and Proposers. This may include planning to increase future capacity for long-term growth in the target population, as Fulton County’s behavioral health landscape changes, and as contract requirements become more robust over time. In addition, Proposers should provide transition plans to illustrate their increased capability to provide specialty services.

3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.

2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.)

3. Include a brief statement of approach to the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.

4. Name, address, email and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
**Section 2 – Project Plan or Project Approach**

This section includes the details from the Scope of Work including the relevant previous project experience and proposed approach to meet the requirements for the County. Proposers should demonstrate:

1. Proposer’s understanding of the tasks identified in the scope of work.

2. Proposer’s plan or approach to accomplish the tasks identified in the scope of work.

3. Proposer’s methodology including best practices and benchmarks to be used.

4. Proposer’s general and specific capabilities and relevant experience that will enable the Proposer to provide the services required by the County.

**Section 3 – Project Team Qualifications/Qualifications of Key Personnel**

1. Provide resumes and background for the primary administrative personnel involved with overseeing the execution of the potential contract and interacting with the County. The individual/s in the role should have 5 or more years overseeing a clinical operation and meeting contract obligations.

2. Provide resumes and background for the top clinical personnel involved with delivering behavioral health services. These personnel should have 5 or more years running a complex clinical operation.

3. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
   - Name and Title
   - Professional Background
   - Current and Past Relevant Work Experience
   - Include two (2) references for each key personnel member on similar projects.

4. Provide an organization chart for the top 2-3 levels of the organization, with a focus on the roles involved with executing the potential contract.

**Section 4 – Relevant Project Experience**

Proposers are expected to include their specific previous experience and capabilities to meet the General Requirements and Service Area requirements
within their response in Section 3 above. For this section Proposers should describe the overall relevant work performed by their organization. Limit your response to one (3) pages overall.

- The name of the facility, years performed and the facility location.
- A description of the services provided.
- A reference, including a contact name, addresses and phone number. This reference should be the contract manager or an official representative of the population being served.

**Section 5 - Availability of Key Personnel**

- Percentage of time key personnel will spend on this project
- Current workload of key personnel; time schedule of the proposer in relation to that of the proposed project; location and adequacy of the offices or facilities from which the services are to be provided to the Owner.

**Section 6 - Local Preference**

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business’ submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business’ submission of its proposal or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

   The following supporting documentation must be provided:
• Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
• Copy of a lease or rental agreement, or;
• Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

• Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

• Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 7 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.
**Section 8 – Cost**

The Proposer with the lowest total cost will receive the full 10 points. For Proposers with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

\[
\text{Lowest cost submitted} \\
\text{Each successive cost} \times \text{Points allocated for cost in RFP} = \text{Cost proposal score}
\]

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

**Section 9 – Proposer Financial Information**

It is the policy of the County to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

a. Provide your firm’s most recent balance sheets.

b. Provide your firm’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.

d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

**Section 10 – Disclosure Form and Questionnaire**

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether
a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, and Form D.

3.7 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal should be provided in a separate sealed envelope. The Cost Proposal should include current information and should be arranged and include content as described below:

Section 1 - Introduction

The Proposer is expected to include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete all of the Cost Proposal Forms provided.
Proposer must include all costs involved with providing the complete array of services which address the needs and fulfill the specific objectives outlined in a Service Area. A Proposer responding to more than one Service Area must complete the information and forms required in the sections below separately for each Service Area. Each Service Area that a Proposer is responding to must include a breakdown by “Core / Fee-for-Service” and “Specialty Teams and Services” as indicated in those sections below. The County assumes that the costs indicated in the two sections below are mutually exclusive, and when combined, represent the complete and overall cost for that Service Area. For analysis purposes, Proposers should calculate cost assuming a one year period, serving the full population indicated, and having fully staffed teams.

The following table provides an abbreviated summary of the needs within the General Requirements and Service Area sections of the Request for Proposal. Some of the needs are based upon providing services to a broad population, a targeted population, or specific role requests. Proposers should fully understand the context expressed within those sections which accompanies the needs in the table in order to appropriately estimate costs.

<table>
<thead>
<tr>
<th>General Requirements</th>
<th>Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><em>Target Population:</em> Proposers should coordinate with providers and specialty teams to provide transportation for individuals based upon need and established risk assessment criteria, with a particular focus on individuals in transition. Services should be available 7 days a week, certified to serve the target population, and operate in a timely, efficient, and cost effective manner.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Area 1: Adult Behavioral Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Outpatient</td>
</tr>
<tr>
<td>Pharmacy</td>
</tr>
<tr>
<td>Homeless</td>
</tr>
</tbody>
</table>
### Jail

- **Target Population:** Provide wrap-around housing support following the integrated care model described. Each team should be composed of the staff described in section 3.3.3.1 of the RFP and is expected to serve between 50 and 60 individuals with direction from Pathways.

- **Target Population:** The jail population in Fulton County is currently around 2,500 individuals, and as many as 40% of those individuals may have a BH diagnosis. Assuming a uniform distribution, approximately 80 individuals will be discharged each month with a BH diagnosis. Proposers should coordinate with the jail health provider to understand and support the discharge plan and provide enhanced case management and care for this population, particularly for the most at risk, repeat offenders or those with the most significant challenges to reintegrate into their communities. Proposers are expected to provide care for the most in need and at-risk and help transition these individuals into a community setting. At any point in time Proposers can be expected to actively serve between 100 and 200 unique individuals making this transition.

### Court Programs

<table>
<thead>
<tr>
<th>Section 3</th>
<th>17RFP112103A-CJC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health Service Delivery Model</td>
<td>3-33</td>
</tr>
</tbody>
</table>

- **Magistrate Court – Treatment Diversion Court**
  - **Role:** 1 Full-time program administrator
  - **Target Population:** Risk assessment, discharge planning, case management, and referral services for the approximately 165 defendants appearing in Court per year. Approximately 150 of these individuals per year will require open access (walk-in) behavioral health care capable of addressing any co-occurring substance use disorder issues. Approximately 50 of these individuals per year will also require additional intensive case management services including assistance with physical/medical health, housing, transportation, vital records, and benefits. As a reference, the Treatment Diversion Court currently relies upon the risk assessment, discharge planning, and case management services of two full-time Behavioral Health Clinicians (Levels 1 and 2) and one full-time Behavioral Health Assistant Lead. All three staff are based at the Fulton County Jail and appear in Court four hours per week at the Fulton County Courthouse for staffing and hearings.

- **Magistrate Court – Track B**
  - **Role:** 1 full-time Behavioral Health Clinician (Level 1) to assess instances of individuals of questionable competency and provide intensive discharge planning. In this role, a discharge assessment should occur in parallel with the competency evaluation process to minimize an individual's length of stay in jail. This Clinician should seek housing and other supports in tandem with the jail discharge
process.

- **Target Population**: Provide aftercare referral capacity, similar to current intensive case management teams or another model, to deliver case management services to 60 misdemeanor defendants per year who are deemed not competent to proceed in the Treatment Diversion Court. As a reference, Fulton County currently provides only judicial oversight, with competency evaluations performed in conjunction with Grady Hospital physicians and fellows in the Fulton County Jail.

### Adult Addiction and Substance Use Disorders

- **General Population**: Provide substance use disorder services to the uninsured adult population within Fulton County, including treatment and group therapy. Provide drug screening 6 days per week across three or more locations including North Fulton, South Fulton, and Downtown. Proposers should look to exceed the numbers currently served at Fulton County’s Center for Health and Rehabilitation.

### DUI Court

The roles below are requested to support a DUI court program serving 125 individuals. As indicated in the technical section, Proposers should be able to bill and collect for these services from individuals.

- **Roles**: 6 full-time mental health counselors total to cover North Fulton, South Fulton, and Downtown. Each location should include a male and female resource to complete urine sample collections.
- **Roles**: 2 full-time case managers based at the Courthouse to provide case management services.

### Service Area 2: Child and Adolescent

- **Child and Adolescent Outpatient**

- **Target Population**: Proposers should have capacity to provide outpatient BH services, including substance use disorder, as well as case management for children in Fulton County who are uninsured and underinsured, and coordinate with school social workers and other community providers to serve these children. Proposers should also be able to help eligible children through the process of accessing Medicaid funding.

- **Pharmacy**

- **General Population**: Proposers should be prepared to provide medically necessary medication to uninsured children and adolescents as required, and support use of medication assistance programs.

- **Apex Grant Program**

- **Target Population**: Proposers are asked to take on and oversee the current Apex program (6 staff in 6 different schools) and be able to support the application and delivery of a future grant serving a minimum of 10 schools.

- **Clubhouse**

- **Target Population**: Proposers are asked to take on and oversee the...
In order to contract for the services in each Service Area, Fulton County will need to distribute its available funds across each Service Area. Proposers may use the following as a general guide describing how Fulton County will allocate this funding.

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Estimated Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Behavioral Health</td>
<td>60 – 70%</td>
</tr>
<tr>
<td>Child and Adolescent / Schools</td>
<td>30 – 40%</td>
</tr>
<tr>
<td>Juvenile Justice</td>
<td>Separate – staffing specific</td>
</tr>
</tbody>
</table>

**Core / Fee-for-service**

a) Proposers are encouraged to address as many of the requirements and outcomes indicated in the Service Area sections as possible through the Core service package and at the current rates established within State DBHDD fee matrix. Rates and terms are established within the fee-for-service matrix, and Fulton County will reimburse providers up to a pre-arranged cap for claims.
approved through the ASO at the indicated rates in the fee tables which can be referenced at the DBHDD website. Proposer must provide an estimate of the average cost per individual over one year based upon their anticipated utilization of services within Core, as well as the number of individuals they anticipate serving through Core to achieve the requirements and outcomes indicated.

A. Average cost per unique individual per year (Core) $  
B. Total number of unique individuals served within one full year  
Total cost of services delivered through Core for one full year: A x B $  

Specialty Teams and Services

b) Proposer must indicate any specialty services, teams, or model they will provide that are unable to fit within the Core framework but that the Proposer deems as required in order to appropriately address the objectives and outcomes laid out for each Service Area to which they are responding. Proposer must indicate which RFP Section the specialty team or service is addressing. Proposer must prepare a one year cost summary for those services and must also provide a set of options for these specialty services or teams, which vary by the level of service. Proposer must complete the form below which includes: role/type of staff utilized, number of each FTE role utilized, total cost for each role, average availability of the overall service or team, and estimated number of individuals served. Proposer should then show the total cost for each option. Proposer is encouraged to provide at a minimum two options and the associated costs for each specialty service or team which they are proposing, and include a variance of at least 25-50% for each option or order to provide meaningful differentiation between the options. A representative example is provided below, which does not represent a model that the County is requesting. Proposers should be concise and clear in their options to help the County evaluate their responses.

<table>
<thead>
<tr>
<th>Team Description</th>
<th>RFP Section for reference</th>
<th>Staffing Breakdown</th>
<th>Team Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Role</td>
<td>Qty of Role</td>
<td>Avg Hourly Role Cost</td>
<td>Utilization of role</td>
</tr>
</tbody>
</table>

### Homeless engagement team

**Service Area 1 – Adult Behavioral Health: Homeless and Housing Population:** Requirement b.

<table>
<thead>
<tr>
<th>Staffing Breakdown</th>
<th>Team Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Role</strong></td>
<td><strong>Qty of Role</strong></td>
</tr>
<tr>
<td>Psychiatrist</td>
<td>1</td>
</tr>
<tr>
<td>Nurse</td>
<td>1</td>
</tr>
<tr>
<td>Social worker</td>
<td>1</td>
</tr>
<tr>
<td>Case manager</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total Cost:** $660,000

<table>
<thead>
<tr>
<th>Staffing Breakdown</th>
<th>Team Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Role</strong></td>
<td><strong>Qty of Role</strong></td>
</tr>
<tr>
<td>Psychiatrist</td>
<td>1.5</td>
</tr>
<tr>
<td>Nurse</td>
<td>2</td>
</tr>
<tr>
<td>Social worker</td>
<td>2</td>
</tr>
<tr>
<td>Case manager</td>
<td>1.5</td>
</tr>
</tbody>
</table>

**Total Cost:** $1,100,000

### Total Cost for Service Area

The County will add together the total costs from the preceding two sections in order to evaluate the total cost for each Service Area to which a Proposer is responding.
Core fee-for-service cost + Specialty Teams cost = Total Service Area Cost
SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Approach</td>
<td>40%</td>
</tr>
<tr>
<td>Relevant Project Experience/ Past performance</td>
<td>30%</td>
</tr>
<tr>
<td>Qualifications of Key Personnel</td>
<td>8%</td>
</tr>
<tr>
<td>Availability of Key Personnel</td>
<td>5%</td>
</tr>
<tr>
<td>Local Preference</td>
<td>5%</td>
</tr>
<tr>
<td>Service Disabled Veterans Preference</td>
<td>2%</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>10%</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

TOTAL POINTS

100%
SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Georgia Security and Immigration Contractor Affidavit/Agreement
Form B: Georgia Security and Immigration Subcontractor Affidavit
Form C: Disclosure Form and Questionnaire
Form D: Professional License
Form E: Local Preference Affidavit of Bidder/Offeror
Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror
5.2 PROPOSAL FORMS DESCRIPTION

Georgia Security and Immigration Contractor Affidavit and Agreement
Proposer shall complete and submit Form A, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit
Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit Form B, Subcontractor Affidavit.

Disclosure Form and Questionnaire
The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit Form C, which requests disclosure of business and litigation.

Professional License
Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit Form D and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror
Proposer shall complete and submit Form E, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror
Proposer shall complete and submit Form F, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise (“SVDBE”) by the County’s Office of Contract Compliance.
FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.
STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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 services¹ under a contract with [insert name of prime contractor] ________________________________ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² 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 to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

______________________________________________
EEV/Basic Pilot Program* User Identification Number

______________________________________________
BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this ______ day of ____________________, 20__.  

Notary Public: ________________________________

County: _______________________________________

Commission Expires: ____________________________

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed $2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²Any 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.]
FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.
STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with [insert name of prime contractor] behalf of Fulton County Government 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/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this ______ day of __________________, 20__.

Notary Public: ______________________________
County: ______________________________
Commission Expires: __________________

---

3O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed $2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

Form C: OFFEROR’S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term “Offeror” means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.
LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

       Circle One:    YES       NO

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

       Circle One:    YES       NO

   (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

       Circle One:    YES       NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

       Circle One:    YES       NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

       Circle One:    YES       NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

   Circle One: YES NO

5. Has any Offeror, member of Offeror’s team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

   Circle One: YES NO

If you have answered “YES” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror’s most recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]
Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereon are true, correct, and complete.

On this ______ day of ________________________, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This ______ day of ________________________, 20__

(Notary Public) (Seal)

Commission Expires ____________________________ (Date)
FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor’s Name: _____________________________________________________________

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _______________________________________________________

Professional License Number: _____________________________________________________

Expiration Date of License: _______________________________________________________

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _______________________________________________________________________

Date: _______________________________________________________________________

(ATTACH COPY OF LICENSE)
STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror ________ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

__________________________________  (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

__________________________________  (FULTON COUNTY BUSINESS ADDRESS)

__________________________________  (OFFICIAL TITLE OF AFFIANT)

__________________________________  (NAME OF AFFIANT)

__________________________________  (SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this ______ day of _________________, 20____.

Notary Public: ________________________________

County: ________________________________

Commission Expires: ___________________________
STATE OF GEORGIA
COUNTY OF FULTON

FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____________________________ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

_____________________________ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

________________________________ (OFFICIAL TITLE OF AFFIANT)

________________________________ (NAME OF AFFIANT)

________________________________ (SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of __________________, 20____.

Notary Public: ________________________________

County: ________________________________

Commission Expires: ________________________________
SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report (“EEOR”), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employee’s of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation.
The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

### 6.3 DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

### 6.4 PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

### 6.5 REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with the Technical Proposal.
- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services *(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)*
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report *(To be submitted monthly with pay applications)*

All Contract Compliance documents Exhibits A, C and the EBO Plan) are to be placed in a separate sealed envelope clearly marked “CONTRACT COMPLIANCE”. These documents are considered part of and must be submitted with the Technical Proposal.
EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____________________________________________),

Name

Title: _____________________________ Firm Name: _____________________________

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: ___________________________________ TITLE: ________________________________

SIGNATURE: _____________________________________________

ADDRESS: ______________________________________________

PHONE NUMBER: ______________________ EMAIL: ____________________________

17RFP112103A-CJC
Behavioral Health Service Delivery Model
EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

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<th>JOB CATEGORIES</th>
<th>TOTAL EMPLOYED</th>
<th>TOTAL MINORITIES</th>
<th>WHITE (Not Hispanic Origin)</th>
<th>BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)</th>
<th>HISPANIC or LATINO</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE (AIAN)</th>
<th>ASIAN</th>
<th>NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)</th>
<th>TWO or MORE RACES</th>
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<td>LABORERS &amp; HELPERS</td>
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FIRM’S NAME: ____________________________________________________________

ADDRESS: ______________________________________________________________

CONTACT NAME: __________________________________________________________

EMAIL: ___________________________ PHONE NUMBER: _________________________

SUBMITTED BY: _________________________________________________________
EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name ________________________________

ITB/RFP Name & Number: ________________________________

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is □, is not □ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):
   $_________________ or _____________ %

2. This highlighted information below must be completed and submitted with the bid/proposal if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

   JV Partner(s) information:

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<th>Business Name</th>
<th>Business Name</th>
<th>Business Name</th>
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<td>Gender</td>
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<td>Phone#</td>
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</tr>
</tbody>
</table>

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

   SUBCONTRACTOR NAME: ________________________________
   ADDRESS: ________________________________
   PHONE: ________________________________
   CONTACT PERSON: ________________________________
   ETHNIC GROUP*: ________________________________ COUNTY CERTIFIED** ________________________________
   WORK TO BE PERFORMED: ________________________________
   DOLLAR VALUE OF WORK: $_________________ PERCENTAGE VALUE: _______%

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.
SUBCONTRACTOR NAME:______________________________________________
ADDRESS:________________________________________________________

PHONE:__________________________________________________________
CONTACT PERSON:__________________________________________________
ETHNIC GROUP*:________________________________________COUNTY CERTIFIED**________
WORK TO BE PERFORMED:__________________________________________

DOLLAR VALUE OF WORK: $___________  PERCENTAGE VALUE:____ %

________________________________________________________

SUBCONTRACTOR NAME:______________________________________________
ADDRESS:________________________________________________________

PHONE:__________________________________________________________
CONTACT PERSON:__________________________________________________
ETHNIC GROUP*:________________________________________COUNTY CERTIFIED**________
WORK TO BE PERFORMED:__________________________________________

DOLLAR VALUE OF WORK: $___________  PERCENTAGE VALUE:____ %

________________________________________________________

SUBCONTRACTOR NAME:______________________________________________
ADDRESS:________________________________________________________

PHONE:__________________________________________________________
CONTACT PERSON:__________________________________________________
ETHNIC GROUP*:________________________________________COUNTY CERTIFIED**________
WORK TO BE PERFORMED:__________________________________________

DOLLAR VALUE OF WORK: $___________  PERCENTAGE VALUE:____ %

________________________________________________________

SUBCONTRACTOR NAME:______________________________________________
ADDRESS:________________________________________________________

PHONE:__________________________________________________________
CONTACT PERSON:__________________________________________________
ETHNIC GROUP*:________________________________________COUNTY CERTIFIED**________
WORK TO BE PERFORMED:__________________________________________

DOLLAR VALUE OF WORK: $___________  PERCENTAGE VALUE:____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.
Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor’s acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: __________________________ Title: __________________________

Business or Corporate Name: ________________________________________

Address: ___________________________________________________________

Telephone: ( ______ ) ________________________________________________

Fax Number: (______ ) ________________________________________________

Email Address: ______________________________________________________
EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: ________________________________  
   (Name of Prime Contractor Firm)

From: ________________________________  
   (Name of Subcontractor Firm)

ITB/RFP Number: ________________________________

Project Name: ________________________________

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Project Commence Date</th>
<th>Project Completion Date</th>
<th>Estimated Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

(Prime Bidder) ____________________________________________  (Subcontractor) ____________________________________________

Signature ________________________________  Signature ________________________________

Title ________________________________  Title ________________________________

Date ________________________________  Date ________________________________
**EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

**REPORTING PERIOD**

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td></td>
</tr>
<tr>
<td>TO:</td>
<td></td>
</tr>
</tbody>
</table>

**PRIME CONTRACTOR**

<table>
<thead>
<tr>
<th>Contract Award Date</th>
<th>Contract Award Amount</th>
<th>Change Order Amount</th>
<th>Contract Period</th>
<th>% Complete to Date</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Phone #:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**AMOUNT OF PAY APPLICATION THIS PERIOD:** $

**TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD:** $

**TOTAL AMOUNT PAID YEAR TO DATE:** $

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

<table>
<thead>
<tr>
<th>Name of Sub-Contractor</th>
<th>Description of Work</th>
<th>Contract Amount</th>
<th>Amount Paid To Date</th>
<th>Amount of Pay Application This Period</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**TOTALS**

**Executed By:** ____________________________  ____________________________

(Signature)  (Printed Name)

**Notary:** ____________________________  Date: ____________________________

**My Commission Expires:** ____________________________
Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.
Insurance and Risk Management Provisions
Behavioral Health Service Delivery Administration

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Contractors/Vendors shall submit evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Proof of insurance must be received by Fulton County Government prior to the start of any activities/services in connection with the Contract and/or Scope of Services. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all services/work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY
   (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>BY ACCIDENT - EACH ACCIDENT</th>
<th>$500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>BY DISEASE - POLICY LIMIT</td>
<td>$500,000</td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>BY DISEASE - EACH EMPLOYEE</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

<table>
<thead>
<tr>
<th>Liability Type</th>
<th>Each Occurrence</th>
<th>General Aggregate</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage Liability</td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>(Other than Products/Completed Operations)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products\Completed Operation</td>
<td>Aggregate Limit</td>
<td>-</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>Limits</td>
<td>-</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td>Limits</td>
<td>-</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

*CGL – to include coverage for Assault, Abuse and Sexual Misconduct/Molestation

Effective 04-06-2017
3. BUSINESS AUTOMOBILE LIABILITY
   Bodily Injury and Property Damage Each Occurrence - $1,000,000
   (Including operation of non-owned, owned, and hired automobiles).

4. CRIME – EMPLOYEE DISHONESTY Each Occurrence - $50,000

5. PROFESSIONAL LIABILITY Per Occurrence/Claim - $2,000,000/$2,000,000

*Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to professional services to be provided under the Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor/Vendor. The Contractor/Vendor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

6. CYBER LIABILITY
   Policy Limit - $1,000,000

Certificates

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation), using the ISO Additional Insured Endorsement form CG 2010 (11/85) version, its’ equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates should be sent to Fulton County Government and must identify the “Certificate Holder” as follows:

   Fulton County Government – Purchasing Department
   130 Peachtree Street, S.W.
   Suite 1168
   Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton
   Effective 04-06-2017
County Government and shall not unreasonably encumber the premises with its materials (where applicable).

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED REQUIREMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:______________________ SIGNATURE: ________________________________

NAME:________________________ TITLE: ________________________________

DATE: _______________________
SECTION
SAMPLE CONTRACT
Index of Articles

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| ARTICLE 2. | SEVERABILITY |
| ARTICLE 3. | DESCRIPTION OF PROJECT |
| ARTICLE 4. | SCOPE OF WORK |
| ARTICLE 5. | DELIVERABLES |
| ARTICLE 6. | SERVICES PROVIDED BY COUNTY |
| ARTICLE 7. | MODIFICATIONS/CHANGE ORDERS |
| ARTICLE 8. | SCHEDULE OF WORK |
| ARTICLE 9. | CONTRACT TERM |
| ARTICLE 10. | COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES |
| ARTICLE 11. | PERSONNEL AND EQUIPMENT |
| ARTICLE 12. | SUSPENSION OF WORK |
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| ARTICLE 14. | TERMINATION OF AGREEMENT FOR CAUSE |
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| ARTICLE 18. | PROFESSIONAL RESPONSIBILITY |
| ARTICLE 19. | COOPERATION WITH OTHER CONSULTANTS |
| ARTICLE 20. | ACCURACY OF WORK |
| ARTICLE 21. | REVIEW OF WORK |
| ARTICLE 22. | INDEMNIFICATION |
| ARTICLE 23. | CONFIDENTIALITY |
| ARTICLE 24. | OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION |
| ARTICLE 25. | COVENANT AGAINST CONTINGENT FEES |
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| ARTICLE 27. | PROHIBITED INTEREST |
| ARTICLE 28. | SUBCONTRACTING |
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| ARTICLE 32. | ACCOUNTING SYSTEM |
| ARTICLE 33. | VERBAL AGREEMENT |
| ARTICLE 34. | NOTICES |
| ARTICLE 35. | JURISDICTION |
| ARTICLE 36. | EQUAL EMPLOYMENT OPPORTUNITY |
| ARTICLE 37. | FORCE MAJEURE |
| ARTICLE 38. | OPEN RECORDS ACT |
| ARTICLE 39. | CONSULTANT’S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT |
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| ARTICLE 41. | TAXES |
| ARTICLE 42. | PERMITS, LICENSES AND BONDS |
| ARTICLE 43. | NON-APPROPRIATION |
| ARTICLE 44. | WAGE CLAUSE |
Exhibits

EXHIBIT A:  GENERAL CONDITIONS
EXHIBIT B:  SPECIAL CONDITIONS
EXHIBIT C:  SCOPE OF WORK
EXHIBIT D:  PROJECT DELIVERABLES
EXHIBIT E:  COMPENSATION
EXHIBIT F:  PURCHASING FORMS
EXHIBIT G:  CONTRACT COMPLIANCE FORMS
EXHIBIT H:  INSURANCE AND RISK MANAGEMENT FORMS

APPENDICES

APPENDIX 1:
CONTRACT AGREEMENT

Consultant: [Insert Consultant Name]

Contract No.: [Insert Project Number and Title]

Address: [Insert Consultant Address]

City, State

Telephone: [Insert Consultant telephone #]

Email: [Insert Consultant Email]

Contact: [Insert Consultant Contact Name]
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of ____________, 2014 by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and [Insert Consultant Company Name], hereinafter referred to as “Consultant”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its [Insert User Department Name] hereinafter referred to as the “Department”, desires to retain a qualified and experienced Consultant to perform [Insert project description/services to be provided], hereinafter, referred to as the “Project”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work  
VI. Exhibit D: Project Deliverables;  
VII. Exhibit E: Compensation;  
VIII. Exhibit F: Purchasing Forms  
IX. Exhibit G: Office of Contract Compliance Forms;  
X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant’s proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform [Insert project description]. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.
ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County’s authorized representative shall have complete authority to transmit instructions, receive information, and define County’s policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County’s authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.
ARTICLE 9.  MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County’s then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. [More than two renewal options must be approved by the Purchasing Director] If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of
this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. **Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. **Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. **Statutory Compliance Regarding Purchase Contracts.**
The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed *[Insert amount approved by BOC], (Insert dollar number in words) Example: $500,000.00 (Five Hundred Thousand Dollars and No Cents)*, which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its’ own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County’s designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions
of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.

(4) The County may, by written notice to Consultant, terminate Consultant’s right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, “Project Deliverables”.

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant’s right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant’s refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

**ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.
If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County’s employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.
ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Consultant until Consultant complies with County’s request in this regard. County’s review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney’s fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor’s acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney’s fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent
Professional Act” means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor’s own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing
delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.
ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department’s Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the “Software”), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software
licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.
ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County’s sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant’s records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant’s prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.
ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone: 
Email: 
Attention:  [Insert User Department Representative for project]

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone: 
Email:
ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.
ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT’S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant’s failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods,
and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:
Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:
Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

1) Vendor Information
   a. Vendor Name
   b. Vendor Address
   c. Vendor Code
   d. Vendor Contact Information
   e. Remittance Address

2) Invoice Details
   a. Invoice Date
   b. Invoice Number (uniquely numbered, no duplicates)
   c. Purchase Order Reference Number
   d. Date(s) of Services Performed
   e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)
   a. Department Name
   b. Department Representative Name

Consultant’s cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County’s Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months’ fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and
paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.
ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER: FULTON COUNTY, GEORGIA

CONSULTANT: [Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:
Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]
ADDENDA
EXHIBIT A

GENERAL CONDITIONS
EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project
EXHIBIT C

SCOPE OF WORK
SCOPE OF WORK

The Consultant shall
EXHIBIT D

PROJECT DELIVERABLES
PROJECT DELIVERABLES
EXHIBIT E

COMPENSATION
COMMISSION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed $110,864.00. The detailed costs are provided below:
EXHIBIT F

PURCHASING FORMS
EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS
EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS
EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

The following submittals shall be completed and submitted with each proposal (see table below “Required Proposal Submittal Check List.”) Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD’s as required in Section 3.1.2 of the RFP.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Proposal Submittal Check List</th>
<th>Check (√)</th>
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<tbody>
<tr>
<td>1</td>
<td>One (1) Proposal marked “Original”, five (5) CD’s or thumbdrive</td>
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<tr>
<td>2</td>
<td>*Form A: Georgia Security and Immigration Contractor Affidavit(s) and Agreements</td>
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<td>&quot;If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit&quot;</td>
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<td>3</td>
<td>*Form B: Georgia Security and Immigration Subcontractor Affidavit(s)</td>
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<td>4</td>
<td>Technical Proposal</td>
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<td>5</td>
<td>Cost Proposal (submitted in a separate sealed envelope)</td>
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<td>6</td>
<td>Financial Information (submitted in a separate sealed envelope)</td>
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<td>7</td>
<td>Acknowledgement of each Addendum</td>
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<td>8</td>
<td>Purchasing Forms</td>
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<td>Form C: Disclosure Form &amp; Questionnaire</td>
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<td>Form D: Professional License</td>
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<td>Form E: Local Preference Affidavit of Bidder/Offeror</td>
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<td>Form F: Service Disabled Veteran Preference Affidavit</td>
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<td>9</td>
<td>Office of Contract Compliance Requirements (separate envelope)</td>
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<td></td>
<td>Exhibit A: Promise of Non-Discrimination</td>
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<td>Exhibit C: Schedule of Intended Subcontractor Utilization</td>
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<td>10</td>
<td>Evidence of Insurability, proposer must submit one (1) of the following:</td>
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<td>Letter from insurance carrier</td>
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<td>Certificate of Insurance</td>
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<td>An umbrella policy in excess of required limits for this project</td>
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<td>11</td>
<td>Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each</td>
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<td>12</td>
<td>Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)</td>
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<tr>
<td>13</td>
<td>Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)</td>
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Section 9 17RFP12103A-CJC, Behavioral Health Service Delivery Model

9-2