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**Board of Commissioners
 Agenda Item Transmittal Form
 Procurement/Contract Transmittal Form**

Type of contract: 1 year Multi-year Single Event Contract #:
 BOC Approval Date:

<p><input type="checkbox"/> Submission Information</p> <p>Contact Name: Toni Holmes Department: Talent Management</p> <p>Project Title: National Council For Behavioral Health to provide consulting services <i>ARPA Funds</i></p> <p>Funding Account Number:</p> <p>Contract amount: \$31,600</p> <p>Contract Type: Goods () Services (X) Labor ()</p> <p>Contract Action: New (X) Renewal () Change Order ()</p> <p>Original Contract Number:</p>	<p><input type="checkbox"/> Vendor Information</p> <p>Vendor Name: National Council for Behavioral Health DBA "National Council for Mental Wellbeing"</p> <p>Address: 1400 K Street NW, Suite 400 Washington, DC 20005</p> <p>Address:</p> <p>Email: MojibM@TheNationalCouncil.org</p> <p>Phone #: 202-495-4942 Contact: Mojib Mir</p> <p>Term of contract: 1 year</p>
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<p>Finance Director Signature</p> <p>I have reviewed the attached contract, and the amount is approved for processing.</p> <p><i>Mudwa</i> Signature: Date: 1/10/2023</p>	<p>Procurement Manager Signature</p> <p>I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.</p> <p>Signature: <i>Jane Malone</i> Date: 12/27/22</p>
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Detailed Summary of Contract:

This document is an agreement for consulting and technical services with the National Council for Mental Wellbeing. Provided services will be 2 MHFA at work general awareness in-person and 4 mental health essentials hosted virtually.

Department Head/Elected Official Signature: *Toni Holm* **Date:** 12/21/22

2023-19

Contract No. 5770.ZAAS.1007

NATIONAL COUNCIL FOR BEHAVIORAL HEALTH
TO PROVIDE CONSULTING SERVICES

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into between the NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA "NATIONAL COUNCIL FOR MENTAL WELLBEING" ("NATIONAL COUNCIL"), and ROCKDALE COUNTY, GA ("CLIENT") (each, a "Party" and collectively, the "Parties"), as of December 16, 2022 ("Effective Date").

RECITALS

NATIONAL COUNCIL has developed a coordinated system of providing consulting and technical assistance in the field of behavioral healthcare; and CLIENT wishes to enter into the Agreement in order to obtain these consulting and technical services.

AGREEMENTS

The Parties agree as follows:

1. NATIONAL COUNCIL's Duties. During the Term of this Agreement, NATIONAL COUNCIL will be responsible for the following:

1.1 Services. NATIONAL COUNCIL will provide to CLIENT the services ("Services") listed in Exhibit A. NATIONAL COUNCIL will employ staff or will retain an independent contractor ("Consultant") to perform the Services.

1.2 Scope of Services. NATIONAL COUNCIL, through Consultant, will perform only the Services as described in Exhibit A, and will not perform any other services for CLIENT without a written amendment to this Agreement that is signed by both Parties.

1.3 No Legal Advice. The Parties acknowledge that NATIONAL COUNCIL does not give legal advice and that NATIONAL COUNCIL has not been retained to render legal advice. CLIENT hereby acknowledges and agrees that any research, advice, materials, papers, working papers, drafts, presentations, webinars, representations, proposals, statements concerning any laws or regulations, opinions, recommendations, or information of any kind (collectively, "Work Product"), whether written or oral, provided by NATIONAL COUNCIL, or its Consultant, in connection with the Services does not constitute a warranty, guarantee or assurance that the Work Product will survive legal or regulatory challenge or scrutiny. CLIENT further acknowledges and agrees that:

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(a) NATIONAL COUNCIL is not undertaking a financial audit of CLIENT's operations or finances; and

(b) NATIONAL COUNCIL is not responsible for:

(i) Billing errors made by CLIENT or its agents or employees; nor

(ii) Any matters that are not specifically disclosed or brought to the attention of NATIONAL COUNCIL during the Term of this Agreement.

NATIONAL COUNCIL is not undertaking any obligation to advise CLIENT of future changes in best practices, or state or federal laws or regulations that may have a bearing on the Services provided under this AGREEMENT.

2. CLIENT Duties.

2.1 Fees and Payment. As consideration for the Services, CLIENT will pay NATIONAL COUNCIL the applicable fees for such Services as provided in each Scope Of Work ("SOW"). If an invoice amount is equal to or greater than \$100,000 in value, CLIENT will send payment to the NATIONAL COUNCIL via Automated Clearing House ("ACH") transfers as hereby provided under Exhibit B. ACH Payment Instructions. If an invoice amount is less than \$100,000 in value, CLIENT shall send payment(s) via either ACH as explained above OR check to NATIONAL COUNCIL at the following lockbox address:

NATIONAL COUNCIL FOR MENTAL WELLBEING

P.O. Box 745709

Atlanta, GA 30374-5709

2.2. Fees Due. CLIENT will pay NATIONAL COUNCIL for such Services within thirty (30) days of receiving an invoice for each SOW.

2.3 Compliant with Law. CLIENT acknowledges that *if* a health care provider and funded, in part, by federal and/or state funds, it must comply with applicable federal and state laws including fraud and abuse laws. CLIENT represents and warrants as follows:

(a) To the best of CLIENT's knowledge, CLIENT is currently in compliance with all applicable federal and state health care laws, including fraud and abuse laws;

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(b) To the best of CLIENT's knowledge, CLIENT is not a target or subject of a federal or state criminal, civil or administrative investigation;

(c) CLIENT is not a Party to a criminal, civil or administrative action or proceeding concerning a potential violation of federal or state health care laws;

(d) CLIENT is not currently excluded, debarred, or suspended from participating in any federal or state health care program.

During the Term of this AGREEMENT, CLIENT shall take steps to ensure that it conducts its business in compliance with applicable federal and state health care laws. CLIENT shall immediately notify NATIONAL COUNCIL if it becomes the subject or target of a federal or state criminal, civil or administrative proceeding concerning a potential violation of any federal or state health care law or if it is excluded, debarred, or suspended from participation in a federal or state health care program.

2.4 Records. CLIENT will make all books, records, and personnel available to NATIONAL COUNCIL and Consultant as necessary for the performance of the Services. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Services.

2.5 Full Disclosure. CLIENT will fully disclose all information to NATIONAL COUNCIL and Consultant that is necessary for the performance of the Services.

2.6 Work Product. CLIENT understands, acknowledges, and agrees that NATIONAL COUNCIL owns all right, title, and interest in and to the intellectual property rights in work product (collectively, "Work Product") created pursuant to the Agreement and that CLIENT has no ownership interest in any such Work Product. Nothing herein transfers, or will be deemed to transfer to CLIENT, any of NATIONAL COUNCIL's ownership or intellectual property rights to any and all research, working papers and work product. Furthermore, CLIENT may not disclose any such Work Product to any third Party without NATIONAL COUNCIL's prior written consent.

3. Confidentiality.

3.1 Confidential Information. In connection with this AGREEMENT, CLIENT may receive from NATIONAL COUNCIL certain proprietary or confidential business information, databases, trade secrets, and innovations belonging to NATIONAL COUNCIL (collectively, "Confidential Information"), the value of which

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might be lost if the confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, schedules, addendums, and/or attachments are deemed Confidential Information.

3.2 Non-Disclosure of Confidential Information. CLIENT shall not disclose the Confidential Information of NATIONAL COUNCIL to anyone not a Party to this Agreement, nor shall CLIENT copy or reproduce any Confidential Information of NATIONAL COUNCIL unless expressly authorized to do so by NATIONAL COUNCIL in writing. CLIENT may disclose the Confidential Information of NATIONAL COUNCIL only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of such Confidential Information; and (ii) have agreed not to disclose such Confidential Information to any other person or entity. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent such Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, CLIENT shall handle the Confidential Information with the same degree of care that CLIENT uses to protect its own confidential information, but no less than reasonable care. CLIENT agrees that its obligations under this section 3.2 will survive for three (3) years after termination of this Agreement. Notwithstanding anything to the contrary above, if CLIENT receives any of NATIONAL COUNCIL's trade secrets, CLIENT agrees that it will handle the trade secrets with the same degree of care that CLIENT uses to keep secret its own trade secrets, but no less than reasonable care, and CLIENT is obligated to keep NATIONAL COUNCIL's trade secrets secret until such time as such trade secrets become publicly known, through no fault of CLIENT.

3.3 Limitation. The confidentiality provisions of this Agreement will not apply to:

- (a) information which at the time of disclosure is generally known to the public; or
- (b) information which after disclosure by either Party becomes published or generally available to the public, otherwise than through any act or omission on the part of the Parties; or
- (c) information which either Party can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the other Party and at the time was not under pledge of secrecy; or
- (d) information rightfully acquired from others who did not obtain it under pledge of secrecy to either Party; or

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(e) information required to be disclosed pursuant to a court, federal regulatory agency, or state regulatory agency order, or required to be disclosed pursuant to any federal or state statutory or regulatory provision, provided the Party provides the other Party with five (5) business days written notice of such disclosure.

3.4 Remedy. In the event CLIENT breaches or threatens to breach any of the provisions of Section 3 of this AGREEMENT, NATIONAL COUNCIL is entitled to an injunction restraining CLIENT from disclosing any such information or knowledge. Nothing contained herein will be construed as prohibiting or in any way limiting NATIONAL COUNCIL from pursuing any other remedy available to NATIONAL COUNCIL for such breach or threatened breach, including the recovery of damages from CLIENT.

3.5 Electronic Communications. The Parties will take all reasonable precautions to assure that all electronic communications, including but not limited to electronic mail (e-mail) and facsimiles, remain confidential and secure.

3.6 Marketing. CLIENT agrees that National Council may add CLIENT's name to its CLIENT list for marketing purposes. The scope of work performed for CLIENT by National Council will not be publicized without prior approval by CLIENT.

4. Term and Termination.

4.1 Term. This AGREEMENT shall become effective on the Effective Date and shall remain in effect for one (1) year from the Effective Date unless terminated earlier as provided in this Section 4 ("Term"). NATIONAL COUNCIL shall invoice CLIENT in accordance with this AGREEMENT. In the event that CLIENT terminates this Agreement within thirty (30) days of the Consultation Date(s) as set forth on this Exhibit A, CLIENT shall reimburse NATIONAL COUNCIL the following:

- 50% of the total Course fee 15-30 days prior to the scheduled date of training
- 100% of the total fee 0-14 days prior to the scheduled date of training

4.2 Survival. CLIENT's obligations under the following headings will survive the termination of this AGREEMENT:

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- Term and Termination
- Notices
- Indemnification
- Confidentiality
- Governing laws
- Disputes
- Venue
- Waiver of Trial by Jury
- Entire AGREEMENT

5. **Notices.** Notice will be deemed given upon receipt of the notice. Any notices to be given by either Party under this Agreement will be sent by United States Postal Service, postage prepaid, certified, return receipt requested, or delivered by email (with confirmed receipt) and addressed to the other Party as set forth below:

Notices to **NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA NATIONAL COUNCIL FOR MENTAL WELLBEING** will be addressed as follows:

Mojib Mir, Associate Contracts Administrator
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA NATIONAL COUNCIL FOR MENTAL WELLBEING
1400 K Street NW, Suite 400
Washington, DC 20005
202-495-4942
MojibM@TheNationalCouncil.org

Notices to **ROCKDALE COUNTY, GA** will be addressed as follows:

Ecoria D. Walker, Benefits and Wellness Specialist
ROCKDALE COUNTY, GA
1781 Ebenezer Rd SW
Conyers, Ga 30094
O: 770-278-7577, C: 470-899-8428
ecoria.walker@rockdalecountyga.gov

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Notices to ROCKDALE COUNTY, GA ACCOUNTS PAYABLE will be addressed as follows:

NAME, TITLE

ENTITY

ADDRESS

PHONE

AP GENERAL EMAIL ADDRESS:

6. Miscellaneous.

6.1 Interpretation; Counterparts. This Agreement, including the exhibits, attachments, and amendments, constitutes the entire understanding of the Parties with respect to the Services and supersedes any and all prior Agreement's, writings and understandings that may relate to the subject matter of Agreement. This Agreement is the result of negotiations between the Parties and, accordingly, will not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof. The Article and Section headings contained in this Agreement are for the convenience of reference only, and will not affect the meaning or interpretation of any provision hereof. This Agreement may be executed in several counterparts, all of which taken together will constitute a single binding Agreement between the Parties. For ease of execution, electronic copies of signature pages sent via facsimile or email will be deemed to bind the Parties as if they exchanged "wet" signatures.

6.2 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and the same will be interpreted as though such invalid and illegal provision were not a part thereof. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and a court of competent jurisdiction may modify such provisions held to be invalid or illegal to preserve each Party's anticipated benefits thereunder.

6.3 Binding Effect; Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other (which consent will not be unreasonably withheld or delayed); provided however, that NATIONAL COUNCIL may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with NATIONAL COUNCIL, or to any company that purchases all, or substantially all, of NATIONAL COUNCIL's assets.

6.4 Independent Contractors. CLIENT, NATIONAL COUNCIL and Consultant are separate and independent entities. The relationships between CLIENT, NATIONAL COUNCIL and Consultant are purely contractual and

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neither CLIENT, NATIONAL COUNCIL nor Consultant or their employees or agents, will be considered the employee or agent of any other.

6.5 Waiver. No obligation of either Party under this Agreement may be waived except by mutual written agreement of both Parties. The failure of a Party, at any time, to enforce any provision of this Agreement will not be construed as a waiver of that provision. Until each Party has completely performed all of its obligations under this Agreement, the other Party will be entitled to invoke any remedy available to it under this Agreement or at law. Furthermore, a waiver of one provision of this Agreement will not be construed as a waiver of any other provision, nor will it be construed as a waiver of the same or similar provisions in the future.

6.6 Third Parties. No term or provision of this Agreement is for the benefit of any person who is not a Party hereto (with exception of Consultant), and no such Party will have any right or cause of action hereunder.

6.7 Conflict of Interest. The Parties hereto agree that they will adhere to the following:

(a) CLIENT agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement CLIENT shall not make any solicitation to employ or to otherwise hire NATIONAL COUNCIL's or Consultant's personnel without the written consent of NATIONAL COUNCIL or Consultant.

(b) CLIENT affirms, to the best of his/her knowledge, no actual or potential financial conflict of interest exists between Consultant's family, business and the services provided under this Agreement. In the event of change in private interests during the Term of this Agreement, or any question regarding possible conflict of interest, CLIENT will bring the facts/questions immediately to the attention of NATIONAL COUNCIL.

(c) CLIENT shall not be a near relative to a NATIONAL COUNCIL employee, who is in a decision-making position, with respect to CLIENT's performance under this Agreement.

6.8 Indemnity. Each Party to this Agreement shall indemnify, defend, and hold harmless the other Party from and against any and all third party liabilities, including demands, actions, judgments, appeals, costs, and reasonable counsel fees, arising out of this Agreement, except as a result of either Party's gross negligence, willful misconduct, or bad faith.

6.9 Limitation of Liability

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Except for a breach in confidentiality and gross negligence, in no event will:

- (i) NATIONAL COUNCIL BE HELD LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR
- (ii) NATIONAL COUNCIL be liable to CLIENT for attorney's fees and related costs incurred by CLIENT, except for NATIONAL COUNCIL's indemnification obligations set forth above, or
- (iii) The aggregate amount of liability of NATIONAL COUNCIL and Consultant for damages or allowed damages under or in connection with this Agreement, whether in contract, tort, or any other legal theory, shall not exceed the total amounts paid or payable by CLIENT hereunder.

6.10 Force Majeure. Except for payment of sums due (which can never be excused by force majeure), neither Party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such Party's performance of this AGREEMENT is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; terrorism, and events related to such acts; pandemic; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.

(a) Force majeure shall not include the inability of either the Consultant or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits under the terms of this AGREEMENT.

(b) If either Party is delayed at any time in its obligations under this Agreement by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be sent in accordance with Section 5 above, and shall make a specific reference to this Section 6.10(b), thereby invoking its provisions. The delayed Party shall use its best efforts to cause such delay to cease as soon as practicable and shall notify the other Party in accordance with Section 5 above when it has done so. The time of completion of the delayed Party's obligations shall be automatically extended for a period of time equal to the time of the force majeure.

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6.11 **Safety Precautions.** In the event of health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or other similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the NATIONAL COUNCIL, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance of the Agreement, NATIONAL COUNCIL may at its sole discretion provide the Services virtually to the CLIENT.

6.12 **Governing Law.** This Agreement will be governed by the laws of the District of Columbia (without regard to its conflict of laws provisions).

6.13 **Dispute resolution.** The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute then the aggrieved Party must commence an action, suit or proceeding in a court of competent jurisdiction in the District of Columbia.

6.14 **Taxes.** Unless CLIENT provides NATIONAL COUNCIL with a valid tax exemption certificate, CLIENT will pay or reimburse NATIONAL COUNCIL for all sales, use, VAT, GST, or similar transaction taxes. All transaction taxes payable by CLIENT will be separately stated and exclusive of the price. CLIENT is not liable for taxes that are statutorily imposed on NATIONAL COUNCIL, including taxes or fees measured by NATIONAL COUNCIL's net or gross income or NATIONAL COUNCIL's employment of its personnel. If CLIENT is incorporated or resident outside the U.S., CLIENT represents and warrants that (i) the Services will be performed outside the U.S. and the invoice will state that the Services were performed outside the U.S.; or (ii) if any of the Services are performed in the U.S., NATIONAL COUNCIL will state that in the invoice and provide a breakout of Services performed inside and outside the U.S. CLIENT will provide the withholding tax forms requested by NATIONAL COUNCIL and submit to any withholding required under U.S. tax rules.

6.15 **Venue.** In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in the District of Columbia. Each Party: (a) agrees that it is subject to the exclusive jurisdiction of such courts, (b) expressly waives any and all arguments that such courts are inappropriate or inconvenient, and (c) shall be responsible for the substantially losing Party's attorneys' fees and costs for such litigation.

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6.16 Jury Waiver. Each Party irrevocably waives, to the maximum extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise any action, proceeding or counterclaim arising out of or relating to this Agreement. If a Party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other Party of violation of this section, the Party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other Party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

6.17 Amendment. Except as otherwise stated in this Agreement, this Agreement may only be amended by a writing properly executed by duly authorized representatives of both Parties.

6.18 Entire AGREEMENT. This contract constitutes the entire Agreement between CLIENT and the NATIONAL COUNCIL. There are no other oral or written Agreement's relating to the subject matter of the Contract, unless expressly referred to herein. This Contract may only be modified or amended by written document expressly describing any such modification or amendment, signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

NATIONAL COUNCIL FOR BEHAVIORAL HEALTH
DBA NATIONAL COUNCIL FOR MENTAL WELLBEING

By: Charles Ingoglia
Charles Ingoglia
President & CEO

12/28/2022
Date

ROCKDALE COUNTY, GA

By: _____
Signatory: Osborn Nesbitt Sr.
Title: Chairman

Date

ATTEST: