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

Type of contract: 1 year Multi-year Single Event Purchasing Use Only Contract #:

<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information
Contact Name Nancy N. Bills Department: Accountability Court Project Title: Rockdale County Adult Accountability Courts Funding Account Number: <i>112</i> No match - Contract amount: \$30,000 Contract Type: Goods () Services (x) Labor () Contract Action: New (x) Renewal () Change Order () Original Contract Number:	Vendor Name: Hospital Authority Of Rockdale County Address: 1412 Milstead Avenue Address: Conyers, Ga. 30012 Email: N/A Phone #: 770-922-1441 Contact: Julie Mills, Executive Director Term of contract: 1/01/2025-December 31, 2025

Finance Director Signature	Procurement Officer Signature
I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Guy</i> 11/26/2024 Signature: _____ Date: _____	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. <i>Quinn Malone</i> 11/25/24 Signature: _____ Date: _____

Summary: *11-21-24*
 This project supports the Rockdale County Adult Accountability Courts, composed of the Adult Drug Court, DUI Court and Resource Court. The purpose of this project is to address the medical and mental health needs of eligible participants, by treating or stabilizing these co-occurring conditions, thus facilitating recovery from their behavioral health disorders.
 It is recommended that the award in the amount of \$30,000 be accepted. *No match.*
FYI-HARC Application - 2024-132

Department Head/Elected Official Signature: *Nancy N. Bills* **Date:** *11/21/2024*

2024-572



Hospital Authority of Rockdale County
1412 Milstead Avenue, NE
Conyers, GA 30012
770-922-1441



CONDITIONS OF GRANT

Applicant / Organization:	<u>Rockdale County Accountability Courts ("grantee")</u>
Date of Board Approval	<u>November 19, 2024</u>
Total Amount of Grant Approved:	<u>\$30,000</u>
Timeline for Expending Funds:	<u>January 1, 2025 – December 31, 2025</u>

Following are the conditions applicable to a grant made by the Hospital Authority of Rockdale County ("HARC") through its Health TRUST Rockdale grants program. Read these conditions carefully prior to signing this form. Your signature on this form is your acceptance in full of all conditions below.

- 1. Purpose.** The grant funds shall be used exclusively for the purposes specified in the grantee's proposal, this Conditions of Grant and related documents filed with and approved by HARC (collectively, the "grant documents"). Grantee represents that all information provided to HARC is true, complete and correct, and HARC may make all inquiries deemed necessary to verify the accuracy of any information provided by grantee.
- 2. Legal Relationship.** This grant does not, and shall not be deemed to, create any relationship between HARC and the grantee other than the HARC-grantee relationship contained herein, and particularly, does not create a master-servant, principal-agent, employer-employee, joint venture, or partnership relationship. Further, grantee will not, directly or indirectly, and whether by act or omission, cause or permit any third party to believe otherwise.
- 3. Compliance; Use of Grant Funds.** HARC is a hospital authority created under the Georgia Hospital Authorities Law, O.C.G.A. §31-7-70 et seq., and as such is subject to important statutory restrictions. Particularly, HARC is subject to the requirements of O.C.G.A. §31-7-75, the Georgia Hospital Acquisitions Act, O.C.G.A. §31-7-400 et seq., and its own bylaws. HARC must comply with the functions and powers available to hospital authorities in Georgia, and the requirement that its funds be used for charitable health care purposes for Rockdale County citizens, and grantee agrees to ensure same as relates to this grant.
- 4. Records.** Grantee will upon request provide to HARC appropriate documentation concerning the use of the grant funds. HARC may, within its discretion, audit or cause an audit of the use of funds.
- 5. Reports.** Grantee will promptly upon request provide HARC information and data by which to evaluate the results of the grant and will cooperate with HARC's evaluation.
- 6. Public Reporting; Information Sharing.** HARC may report information concerning the grant (and its operation, goals and status) and grantee's performance in any governmental report and to other grantmaking agencies, grantmaking cooperatives and institutions. Grantee shall promptly send to HARC copies of all papers and other information or materials which it produces that are related to the project supported by HARC. Grantee shall not make or permit any public statement about this grant without the prior written consent of HARC.
- 7. Grant Reversion and Termination.** Any portion of the grant unexpended at the completion of the project or at the end of the time period and any authorized extension thereof shall be returned to HARC within fifteen (15) days.
- 8. Nondiscrimination Assurance.** Grantee agrees that in providing services under the project, persons will be provided service without regard to race, color, creed, national origin, age (except where age is a stated condition of admission to the program and is so disclosed in the grant documents), disability, gender, or sexual orientation.
- 9. Hold Harmless/Indemnification.** In furnishing this grant, neither HARC nor its Board of Trustees, whether singularly or jointly, shall have any liability whatsoever for the product furnished or work performed as a result of the allocation of funds. Grantee agrees to indemnify and hold harmless, to the fullest extent permitted by Georgia law, HARC and its officers, trustees and agents, past, present or future (collectively, "HARC Affiliates") against and from all liabilities, obligations,

damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees and court costs) which may be imposed upon, incurred by, or asserted against the grantee or HARC or any HARC Affiliates relating to or in connection with the project funded by the grant or results of that project. In case any proceeding is brought against HARC or any HARC Affiliates by reason of any such claim, grantee, upon written notice from HARC, shall at grantee's expense, resist or defend such action or proceeding, to the extent permitted by Georgia law, by counsel approved by HARC in writing. The grantee further acknowledges and covenants that, in consideration for the application and any assistance received from the HARC, grantee has knowingly relinquished, waived and forever released any and all damages and remedies which might otherwise be available to grantee, including claims for breach or invasion of privacy, warranty claims, contract or tort damages of any type, claims for legal or equitable relief under either federal or state statutory and common law. Grantee further acknowledges and covenants not to sue HARC or any HARC Affiliate, or to participate or aid in any way in any suit or proceeding (except as required by law) or to execute, seek to impose, collect or recover upon, or otherwise enforce or accept any judgment, decision, award, warrant or attachment upon any claim released by grantee herein. The obligations contained in this Condition 9 shall survive the termination or expiration of the grant, regardless of the reason for, manner or method of same.

10. Miscellaneous. Neither this Agreement, nor any rights or duties hereunder, may be assigned or delegated by grantee. Particularly, grantee shall at all times retain full control of the project and the grant funds, and shall not delegate any duties hereunder. The representations and warranties of grantee contained herein shall survive the expiration or termination of the term of the grant, regardless of the reason for, manner or method of same. "Including", "particularly", etc., mean for illustration, but without limitation. All notices hereunder shall be delivered by hand or by recognized overnight courier to the party at the address indicated below, or as may be subsequently changed by such a notice. This Agreement does not conflict with or violate any applicable agreement or restriction of grantee. This Agreement supersedes, cancels and terminates any prior discussions or communications on this subject; contains our entire agreement concerning this subject; and may only be amended, modified or supplemented in a writing signed by both parties and clearly expressing such intent. This Agreement is governed by and to be construed under the laws of the State of Georgia. This Agreement does not create any benefits for or rights on the part of any person or entity other than HARC and grantee.

11. Special Conditions. The grantee accepts and agrees to comply with the following Special Conditions (if no Special Conditions are imposed, so state): NONE

NOTICE: The Hospital Authority of Rockdale County recognizes that this Conditions of Grant and any documents submitted in or with the associated grant application constitute a public record under the Georgia Open Records Law, and the Hospital Authority intends to make the documents available upon a lawful request under that law.

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

Date: _____

Grantee Institution: _____

By: X

(Signature of Authorized Official)

Title: Chairman

ATTEST:

Jennifer O. Rutledge, County Clerk

APPROVED: HOSPITAL AUTHORITY OF ROCKDALE COUNTY

Date: _____

By: _____
(Signature of Chairperson)