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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:

Submission Information	Vendor Information
Contact Name: Lisa Longdin Department: Rockdale County Superior Court Project Title: Group Facilitation and Individual Counseling for Resource Court Funding Account Number: 250-2152-531761-21	Vendor Name: Dr. Larry Owens DBA Bethel Behavioral Health, LLC Address: 62 B Bouldercrest Lane, Atlanta, GA 30316 Address: Email: bethelhome93@aol.com
Contract amount: ^{up to} \$250 per session Contract Type: Goods () Services (x) Labor () Contract Action: New (x) Renewal () Change Order () Original Contract Number:	Phone #: 678-361-7950 Contact: Larry Owens Term of contract: 1-9-25

Finance Director Signature	Procurement Manager Signature
I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Syany</i> 1/13/2025 Signature: Date:	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. <i>Jina Malone</i> 1/6/25 Signature: Date:

Detailed Summary of Contract:

Rockdale County Resource Court, established in 2016 under State and Superior Court of Rockdale County, was created for the purpose of helping individuals who suffer from mental illness and/or a substance use disorder related to their legal involvement, thus reducing their likelihood of recidivism.

Rockdale County Resource Court seek to utilize Dr. Larry Owens of Bethel Behavioral Health, LLC, a current Rockdale County vendor (#53294), to provide individual counseling and group facilitation for Prime Solutions, MRT (Moral Reconciliation Therapy), MRT-Trauma (Trauma Informed Moral Reconciliation Therapy), and Relapse Prevention.

Grant Funded

Department Head/Elected Official Signature:
[Signature]

Date:
 12/12/24

2025-28

CONTRACT FOR SERVICES
Rockdale County Adult Resource Court

This Contract for Services entered into on this ____ day of _____, 2025, by and between parties **Dr. Larry Owens of Bethel Behavioral Health, LLC.**, a corporation authorized to do business in Georgia (hereinafter referred to as "Contractor"), and **Rockdale County, Georgia**, a local governmental entity, (hereinafter referred to as "County"), sets forth the rights, understandings and obligations by and between Contractor and County for the employment of Contractor by County to provide services for eligible participants through the Adult Resource Court of Rockdale County.

WHEREAS, the county wishes to engage the Contractor to provide Behavioral Health Services for Courts including but not limited to substance abuse treatment and/or mental health services for court-involved consumers;

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

1. **Scope of Services:** Contractor will provide group facilitation for Prime Solutions, MRT (Moral Reconciliation Therapy), MRT-Trauma (Trauma Informed Moral Reconciliation Therapy), Relapse Prevention. Contractor will also provide individual counseling as warranted by individual participants for a minimum of 18 months which meet federal guidelines and the Treatment Standards established by the Judicial Council of Georgia – Standing Committee on Accountability Courts. A copy of the required Standards can be located at <https://cacj.georgia.gov/standards-certification/cacj-standards-accountability-courts>.
 - a. Coordination with model dissemination organization, including arranging for licensure, training and ongoing consultation to ensure fidelity to proven program models.
 - b. Regular (i.e., monthly, quarterly and annual) reporting on key performance indicators.
 - c. Collaboration with referral agencies and courts to ensure high utilization of model programs.
 - d. Contractor will agree to report and provide all treatment information to Rockdale County Accountability Court and its affiliates as requested; including but not limited to treatment plans and information shared in group. The Contractor will keep the Court current using the Court's case

management software, including the submission of all state required data points.

- e. The Contractor will agree to attend weekly staffing and court sessions to ensure proper information is used in imposing sanctions and incentives.
- f. The Contractor will agree to the meeting spaces provided by the County
- g. When called upon, the Contractor shall establish a Memorandum of Understanding with each of the Accountability Court Programs to operationally define the details of services by the Contractor. This will involve the creation of forms, contracts, releases, etc. as well as development and approval of curriculum and the treatment process.
- h. The consultant will agree that they will be a member of the Accountability Court team but not necessarily a management member. The Accountability Court Judge and Accountability Court Coordinator will be making the final administrative decisions regarding personnel.

2. Consultant Qualifications:

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

3. Specific Requirements for Accountability Court Program Treatment:

- a. The Contractor must explain and demonstrate, through example, its theoretical background to ensure adequate, effective services will be provided to the participants. This should include what the Consultant believes will be necessary for the participants to succeed.
- b. The Contractor must provide a description for remote participation and improved technical hardware and software to conduct remote treatment as necessary.
- c. The Contractor must propose a *preliminary* plan for the schedule of group times, general topics to be addressed during each phase, curriculum selection possibilities.

- d. The Contractor must provide the Court with documentation regarding qualifications of staff that will be assigned to the program. If such staff is not currently appointed, the Contractor will inform the program of the qualifications that can be expected from staff working with the program. Additionally, the Contractor should respond on how they will handle treatment for non-English speaking participants.
- e. The Contractor must include a dollar amount anticipated for each group session, individual session, treatment attendance in staffing and Court and any other fee or fee schedule anticipated.
- f. The Contractor shall submit a monthly invoice for payment by the 5th of the month for services rendered in the previous month.
- g. The Contractor shall in writing designate the primary liaison from the treatment providers to the court. The designated liaison will attend staffing meetings and update the court on all participants.

4. Term:

- a. This Agreement is effective as of _____, 2025 and shall terminate as of _____, 2026. The parties may agree in writing to renew this Agreement two (2) additional one-year periods. The term of the Agreement may be reduced in the manner hereinafter set forth under Paragraph 5 entitled "Termination."

5. Termination by Rockdale County:

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

6. **Termination by Contractor:** Contractor may terminate this Agreement with or without cause upon thirty (30) days prior written notice.
7. **NOTICES:** Notices required by this Agreement shall be made in writing and deliver via mail (postage prepaid), commercial courier or personal deliver or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be address to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

a. Contractor:

Larry Owens
d/b/a Bethel Behavioral Health Services
62 B Bouldercrest Lane
Atlanta, GA 30316
678-361-7950
bethelhome93@aol.com

b. County:

Rockdale County Finance Department
Tina Malone
958 Milstead Ave, Suite 300
Conyers, GA 30012
770-278-7554
tina.malone@rockdalecountyga.gov

8. Reporting & Compliance

a. Reporting Requirements

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

b. Records, Access and Maintenance

- i. Contractor shall be established and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the County, including but not limited to, financial records, intake and participant information, program and audit reports. The parties further agree that records required by the County with respect to any questioned parties further agree that records required by the County

with respect to any questioned costs, audit disallowance's, litigation or dispute between Contractor and County shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the County shall require a review of the records related to the Project(s), Consultant shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

c. Use of Federal/State Grant Funds

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

9. Compensation:

- a.** Compensation schedule is Exhibit "A" Fee Schedule for Adult Resource Court.
 - i.** The contractor shall submit to Rockdale County a monthly statement showing the dates and times worked, a brief description of the services provided, the total number of hours worked, the hourly rate of payment and the total amount due. The rate of payment for any services shall not exceed the rate prescribed in this Agreement for provision of services between the County and Contractor. Payments will be made according to the accounts payable schedule maintained by the Finance Department.
 - ii.** The County reserves the right to suspend payments should the Contractor fail to provide required reports in a timely and adequate fashion or if Contractor fails to meet other terms and conditions of this agreement.

10. Performance Monitoring:

- a.** The County will monitor the performance of the Contractor by tracking project progress reviewing payment requests for applicable costs, overseeing compliance with federal/state grant requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the County will constitute noncompliance with this agreement.
- b.** If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

11. General Conditions:

a. General Compliance:

i. The Contractor agrees to comply with:

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

b. Independent Contractor

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

c. Hold Harmless/Indemnification

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

d. Worker's Compensation:

- i. The Contractor will provide Workers' Compensation Insurance for all its employees involved in the performance of this Agreement.
- e. Insurance and Bonding:
 - i. The Contractor will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County.
- f. Amendments:
 - i. The County or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the County or Contractor from its obligations under this Agreement. No modification of the contract is binding unless it is in writing and signed by the parties hereto.
- g. Governing Law:
 - i. This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of law's provisions
- h. Forum and Venue
 - i. All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Rockdale County, Georgia, and the parties agree that venue in such court is appropriate.

12. Personnel and Participant Conditions

a. Civil Rights

Title VI of the Civil Rights Act of 1964:

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

Age Discrimination Act of 1975, as Amended:

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

Section 504 of the Rehabilitation Act of 1973, as Amended:

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

b. Conduct

i. Assignability

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

ii. Conflict of Interest

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

iii. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

13. Entire Agreement:

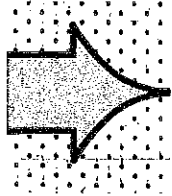
- a. This Agreement represents the sole and entire agreement between the Contractor and the County, and all offers, negotiations, or agreements between the parties are merged herein.
- b. For purposes of executing this Agreement and any amendments, scanned signatures shall be as valid as the original.

- SIGNATURE SECTION FOLLOWS ON THE NEXT PAGE -

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

ROCKDALE COUNTY, GEORGIA

BETHEL BEHAVIORAL HEALTH



By: _____
Chairman + CEO

By: Larry Owens
Dr. Larry Owens

Attest:

County Clerk & Executive Director

Approved as to form:

County Attorney

Exhibit "A"

Services/Fee Schedule

BETHEL BEHAVIORAL HEALTH, LLC.

Services

Service	Price
Prime Solutions Group Facilitation	\$250 per 90-minute group
MRT (Moral Reconciliation Therapy) Group Facilitation	\$250 per 90-minute group
MRT-Trauma (Trauma Informed Moral Reconciliation Therapy) Group Facilitation	\$250 per 90-minute group
Relapse Prevention Group Facilitation	\$250 per 90-minute group
Individual Counseling	\$200 per session
Attendance at Resource Court Staffing	\$100 per session